# BONSALL UNIFIED SCHOOL DISTRICT

PUBLIC WORKS CONTRACT DOCUMENTS

for

**BID #2018-210B**
**Metal Roofing Panel Repair at Sullivan Middle School**

**Mandatory Pre-Bid Conference and Site Visit:**
**Wednesday, May 9, 2018, 10:00 a.m.**

**Bids Due:**
**Tuesday, May 22, 2018 1:00 p.m.**

# TABLE OF CONTENTS

**Bidding Requirements**

Notice Inviting Bids
Information for Bidders

**Required Bid Forms**

Bid Form
Bid Bond
Deviations Form
Designation of Subcontractors
Non-Collusion Affidavit
Public Works Contractor Registration Certification
Prohibitions against Tobacco Products
Reference Form
Contractor's Certificate Regarding Worker's Compensation

**Contract Forms**

Agreement
Performance Bond
Payment Bond
Recycled Content Certification
Fingerprinting Requirements
Drug-Free Workplace Certification
Asbestos-Free Material Certification

**Conditions of the Contract**

Table of Contents to General Conditions
General Conditions
Special Conditions

**Specifications**

Job Scope & Specifications

# NOTICE INVITING INFORMAL BIDS

## PURSUANT TO PUBLIC CONTRACT CODE § 22000, ET SEQ.
## (THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT)

1. Notice is hereby given that the governing board ("Board") of the Bonsall Unified School District ("District" or "Owner") will receive sealed bids for the following project ("Project" or "Contract"):

**Bid No. 2018-210B – Metal Roofing Panel Repair**

2. Sealed Bids will be received until **1:00 p.m., Tuesday, May 22, 2018,** at the District Office, located at 31505 Old River Road, Bonsall, California, 92003, at or after which time the bids will be opened and publicly read aloud. 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. Any bid that is submitted after this time shall be deemed non-responsive and returned to the bidder.

3. The Project consists of: Metal Roofing Panel Repair at Sullivan Middle School.

4. 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.

5. To bid on this Project, the Bidder is required to possess one or more of the following State of California Contractor Licenses: C-39 - Roofing Contractor License, C-43 – Sheet Metal Contractor License.

   The Bidder's license(s) must be active and in good standing at the time of the bid opening and must remain so throughout the term of the Contract.

6. As security for its Bid, each bidder shall provide with its Bid form:
   - a bid bond issued 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 Bonsall Unified School District, in the amount of ten percent (10%) of the total bid price. This bid security shall be a guarantee that the Bidder shall, 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.

7. 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 Project.

8. 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.

9. The successful Bidder and its subcontractors shall pay all workers on the Project 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 at the Bonsall Unified School District Purchasing Office

or on the Internet at: <http://www.dir.ca.gov>. Bidders and Bidders' subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code.

10. A mandatory pre-bid conference and site visit will be held on **Wednesday, May 9, 2018** , at **10:00 a.m.** at Sullivan Middle School, 7350 West Lilac Road, Bonsall, California, 92003. All participants are required to sign in at the Main Office of the school. The Site Visit is expected to take approximately 1.5 hours. Failure to attend or tardiness will render bid ineligible.

11. The deadline to submit a Request for Information (RFI) is: **Friday, May 11, 2018**, at **1:00 p.m.** The RFI must be submitted in writing to Alexis Kohler, Purchasing and Risk Management Director via email: alexis.kohler@bonsallusd.com or via fax: 760-631-5366.

12. Contract Documents are available on May 1, 2018, for review at the District's Purchasing web page at www.bonsallusd.com/apps/pages/purchasing.

13. The District's 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) 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.

14. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the base bid amount. If there are additive/deductive alternates, it will be the District's discretion to add the alternates to the base bid for the award.

END OF
DOCUMENT

# BONSALL UNIFIED SCHOOL DISTRICT
# INFORMATION FOR BIDDERS

## 1. PREPARATION OF BID FORM

The District invites bids on the form attached to be submitted at such time and place as is stated in the Notice to Contractors Calling for Bids. All blanks in the bid form must be appropriately filled in. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, address of the bidder, and the name of the project for which the bid is submitted. Numbers shall be stated both in words and in figures where so indicated, and where there is conflict in the words and figures, the words shall govern. Prices, wording and notations must be in ink or typewritten. The District will place a clock ("District Clock") in a conspicuous location at the place designated for the submittal of Bids. For purposes of determining the time that a Bid is submitted, the District Clock shall be controlling. It is the sole responsibility of the bidder to see that their bid is received in proper time. No Bid shall be received or considered by the District after it has commenced the public opening and reading of Bids. Bids submitted after such time are non-responsive and will be returned to the bidder unopened.

## 2. MANDATORY PRE-BID MEETING

A mandatory pre-bid conference and site visit has been scheduled for **May 9, 2018 starting at 10:00 a.m. The conference and site visit will take place at Sullivan Middle School, 7350 West Lilac Road, Bonsall, CA 92003,** Representatives of the District will be present to answer any questions contractors may have regarding this project. All bidders shall be required to sign-in at the pre-bid meeting. Bids will not be accepted from any bidder who did not attend the entire mandatory pre-bid meeting. All bidders are required to have bid packages for the job walk. Bid packages will not be available at the job-walk.

## 3. BID SECURITY

Each Bid shall be accompanied by: (a) cash; (b) a certified cashier's check made payable to the District; or (c) a bid bond payable to the District executed by the bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, and that the bidder shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond to the District and the District may award the Contract to the next lowest responsible bidder, or may call for new bids.

## 4. FAXED AND ELECTRONIC MAIL BIDS

All bids must be under sealed cover. District will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission.

## 5. SIGNATURE

The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons authorized to sign the bid on behalf of the bidder. All signatures are to be in ink. In the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall be the agent of the joint venture or partnership, who shall sign all

necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the Contract resulting there from for the joint venture or partnership.

6. **MODIFICATIONS**

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the District's rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid submitted would be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of bids. Bids may be rejected if they show any alteration in form, are incomplete, or contain irregularities of any kind.

7. **ERASURES/MUTILATIONS OF BID DOCUMENTS**

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. Any bid not conforming to the foregoing may be deemed by the District to be non-responsive. If any bid or portions thereof, is determined by the District to be illegible, ambiguous or inconsistent, whether by virtue of any erasures, interlineations, corrections or otherwise, the District may reject such a bid as being non-responsive.

8. **DISCREPANCIES IN BIDS**

In the event there is more than one bid item in a bidding schedule, the bidder shall furnish a price for all bid items in the schedule, and failure to do so will render the bid incomplete and may cause its rejection. In the event there are unit price bid items in a bidding schedule and the “amount” indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly. In the event there is more than one bid item in a bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly.

9. **EXAMINATION OF SITE AND CONTRACT DOCUMENTS**

Each bidder shall visit the site of the proposed work and become fully acquainted with the conditions relating to the construction and labor so that bidder may fully understand the facilities, difficulties, and restrictions affecting the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract documents, form, instrument, addendum, or other document or to visit the site and become fully acquainted with conditions there existing shall in no way relieve any bidder from obligations with respect to bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

10. **WITHDRAWAL OF BIDS**

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative. Any request to withdraw a bid after bid opening shall be submitted in writing and in accordance with all requirements of Public Contract Code Section 5100 et seq.

11. **AGREEMENTS AND BONDS**

The Agreement Form, which the successful bidder, as Contractor, will be required to execute, and the form of the Performance Bond equal to 100% of the successful bid, and Payment Bond equal to 100% of the successful bid, which the bidder will be required to furnish at the time of execution of the Agreement are included in the contract Documents. The required number of executed copies of the Agreement, the Performance Bond, and the Payment Bond is three (3). Payment and Performance Bonds must be executed by a California admitted surety insurer as defined in Code of Civil Procedure Section 995.120, which meets the highest standards the District is legally permitted to establish. Bonds shall be in the form set forth in the Contract Documents.

12. **INTERPRETATION OF PLANS AND DOCUMENTS**

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other contract documents, or finds discrepancies in, or omissions from the drawings and specifications, person may submit to the Purchasing and Risk Management Director, a written request for an interpretation or correction thereof. All requests for information (RFI's) must be submitted in writing no later than **May 11, 2018** at **1:00 p.m.** The person submitting the request will be responsible for its prompt delivery via email to: alexis.kohler@bonsallusd.com or via fax: (760) 631-5366. Any interpretation or correction of the Contract Documents will be made only by addendum duly issued. Any addenda or bulletins issued by the District during the time of bidding, or forming a part of the documents furnished to bidders for bid preparation, shall be covered in the bid and shall be made a part of the Contract. In the event that an addendum or bulletin, setting forth material changes, additions or deletions, is issued when there is seventy-two (72) hours or less to the bid deadline, the District will extend the bidding deadline by at least seventy-two (72) hours. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder is authorized to rely on any such unauthorized oral interpretation.

13. **BIDDERS INTERESTED IN MORE THAN ONE BID**

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal. No person, firm, or corporation shall be allowed to bid that has participated in the preparation of contract specifications; a bid by such person, firm or corporation shall be determined to be non-responsive.

14. **AWARD OF CONTRACT**

The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by the District, will be to the lowest responsible bidder whose bid complies with all of the prescribed requirements.

15. **BID ALTERNATES**

If alternate bids are called for, the contract may be awarded at the election of the governing board to the lowest responsible bidder on the base bid plus Alternates taken in the same order and priority as listed on the Bid form and subject to funds available to the District for award of the contract. Deductive alternates will not be awarded unless the base bid exceeds the available funds for the contract. If the base bid exceeds the available funds for the contract, the contract may be awarded at the election of the governing board to the lowest responsible bidders on the base bid less deductives taken in the same order and priority as listed on the Bid Form and subject to funding needs of the District for award of the contract.

16. **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 bidders financial resources, bidders construction experience in the type of work being required by the District and bidders organization available for the performance of the contract and any other required evidence of the bidder's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit requested evidence of a bidder's responsibility to perform the proposed contract may result in rejection of the bid.

17. **DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS**

In accordance with the provisions of the California Labor Code, Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

18. **WORKERS' COMPENSATION**

In accordance with the provisions of section 3700 of the Labor Code, Contractor shall secure the payment of compensation to Contractor's employees. Contractor shall sign and file with District the following certificate prior to performing the work under this contract:

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

The form of such certificate is included as part of the Contract Documents.

19. **SUBSTITUTION OF SECURITY**

Monies withheld by the District to ensure performance under the contract may be released in accordance with Public Contract Code section 22300 and the Contract Documents.

20. **CONTRACTOR'S LICENSE**

If, at the time the bids are opened, bidder is not licensed to perform the project in accordance with Division 3, Chapter 9 of the Business and Professions Code of the State of California and the Notice to Contractors Calling for Bids, the bid will be rejected.

21. **STORM WATER PERMIT FOR CONSTRUCTION ACTIVITY**

a. Contractor shall be required to comply with all aspects of the State Water Resources Control Board (State Water Board) Water Quality Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit) for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.

b. Contractor shall be responsible for filing the Notice of Intent (NOI) and for obtaining coverage under the Permit. This includes preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) for the Project site. Before any NOI, SWPPP, or other Permit related document

may be submitted to the State Water Board or implemented on the Project site, it must first be reviewed and approved by the District. Contractor shall include all costs of compliance with specified requirements in the Contract amount.

c. The District retains the right to procure coverage under the Permit for the Project site if the Contractor fails to draft a satisfactory NOI or SWPPP or proceed in a manner that is satisfactory to the District. Any costs incurred by the District in procuring coverage under the Permit, or drafting an NOI or SWPPP shall be paid by the Contractor.

d. Contractor shall be responsible for maintaining compliance with all aspects of the Permit during the course of the Project. Contractor shall provide copies of all reports and monitoring information to the District Representative. If the Contractor has failed or is unable to maintain compliance with the Permit, the District reserves the right to implement its own SWPPP at the Project site, and hire additional contractors to maintain compliance. Whether Contractor has adequately maintained compliance with the Permit shall be the District's sole determination. Any costs incurred by the District in drafting and implementing a SWPPP, or otherwise maintaining compliance with the Construction General Permit shall be paid by the Contractor.

e. In bidding on this Contract, it shall be Contractor's responsibility to evaluate and include in the contract amount, the cost of procuring coverage under the Permit, preparing a SWPPP that is acceptable to the District and complying with the SWPPP and any revisions to the SWPPP that become necessary during the course of construction.

f. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of storm water t the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

g. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. The Contractor by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

h. Failure to comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.

## 22. ETHICS IN BIDDING

The District expects the bidders to maintain high ethical standards in engaging in the competitive bidding process. The bid amount of one bidder should not be divulged to another before the award of the subcontract or order, nor should it be used by Contractor to secure a lower proposal from another bidder on that project (bid shopping). Subcontractors or Suppliers should not request information from the Contractor regarding any sub-bid in order to submit a lower proposal on that project (bid peddling). District will consider any bidder found to be engaging in such practiced to be a non-responsible bidder and may reject its bid on that ground.

## 23. REQUEST FOR SUBSTITUTIONS

In accordance with Public Contract Code section 3400, "prior to the award of the contract", the District must provide for "submission of data substantiating a request for a substitution of "an equal" item. Therefore, no later than five (5) days prior to bid date, if a bidder is requesting substitution of "an equal" item or product or work, the make and grade of the item, product or work

which is to be substituted shall be provided to the District representative. The documentation submitted must include any and all illustrations, specifications, and other relevant date including catalogue information, which describes the substituted item or product of work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the contract price. The cycle cost of the substituted item, product or work. Substantiating data shall include a signed affidavit from the Contractor stating that the substituted item or product or work is equivalent to the specified item or product or work in every way except as listed on the affidavit. The same substitution information is to be included in the sealed bid submittal package. Failure to submit all the needed substantiating data, including the signed affidavit, may result in a determination that the bid is non-responsive. BIDDERS ARE SPECIFICALLY NOTIFIED THAT THE SUBMISSION OF THIS DOCUMENTATION IN NO WAY OBLIGATES THE DISTRICT OR ITS REPRESENTATIVE TO REVIEW SUCH DOCUMENTATION PRIOR TO CONTRACT AWARD. FURTHERMORE, IF A PROPOSED SUBSTITUTION IS REJECTED, BIDDER SHALL BE RESPONSIBLE TO PROVIDE THE ITEM OR PRODUCT OR WORK AS ORIGINALLY SPECIFIED AT NO ADDITIONAL COST TO THE DISTRICT. DISTRICT HAS THE COMPLETE AND SOLE DISCRETION TO DETERMINE IF AN ITEM OR ARTICLE IS AN EQULAL ITEM.

24. **FINGERPRINTING**

By law it is the District's responsibility to determine whether a contractor must provide fingerprint certification. Pursuant to Education Code section 45125.2, the District considers the totality of the circumstances in order to determine if fingerprinting of employees of a contractor working on a school site is required. Factors to be considered include the length of time the contractors' employees are on school grounds, whether students are in proximity with the location where the contractor's employees are working, and whether the contractor's employees are working alone or with others.

25. **BID DEPOSIT RETURN**

The District will return the security accompanying the bids of all unsuccessful bidders, except as otherwise provided herein, no later than sixty (60) calendar days after award of the contract.

26. **INSURANCE**

Prior to commencement of the work, the Contractor shall purchase and maintain insurance, in the amounts specified in the General Conditions to these Contract Documents, and in a form acceptable to the District.

27. **NO TELEPHONE AVAILABILITY**

Bidders are advised that on bid date telephones WILL NOT be available at the District Administrative Offices for use by Contractors or their representatives.

28. **PREVAILING WAGE**

The successful bidder and all subcontractors will be required to comply with the prevailing wage provisions of the California Labor Code and the prevailing wage rate determinations of the Department of Industrial Relations. These rates are on file at the Department of Industrial Relations, Division of Labor Statistics and Research, Prevailing Wage Unit, Po Box 420603, San Francisco, CA 94142-0603, (415) 703-4281. A copy of these rates shall be posted at the job site. It shall be mandatory upon the successful bidder and all subcontractors to comply with all Labor Code provisions, which include, but are not limited to, prevailing wages, employment of apprentices, hours of labor and Department of Contractors and Subcontractors. Information is also available on-line at www.dir.ca.gov/DLSR.

29. **ANTI-DISCRIMINATION**

Pursuant to Labor Code Section 1735 and other applicable provisions of law, the Contractor and

its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

30. **REQUIRED CERTIFICATIONS**

The successful bidder is required to submit the following certifications: 1) "Drug-Free Workplace Certification"; 2) "Recycled Content Certification"; 3) "Asbestos-Free Materials Certification"; and 4) "Contractor Fingerprinting Requirement." These forms are included with the bid package and must be signed and dated under the penalty of perjury.

31. **FILING OF BID PROTESTS**

Bidders may file a "protest" of a bid with the District's Purchasing Director. In order for a bidder's protest to be considered valid, the protest must:

a. Be filed in writing within five (5) calendar days after the bid opening date;

b. Clearly identify the specific irregularity or accusation;

c. Clearly identify the specific District staff determination or recommendation being protested;

d. Specify, in detail, the grounds of the protest and the facts supporting the protest; and

e. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid. If the protest is timely and complies with the above requirements, the District's Purchasing Director, or other designated District staff member, shall review the basis of the protest and all relevant information. The District will provide a written response to the protestor.

32. **DESIGNATION OF SUBCONTRACTORS**

Pursuant to State law, the Bidders must designate on the form provided herein, and submit with their Bid, the name and location (City and State), Contractor's license number, and DIR registration number of each subcontractor who will perform work or render services for the bidder in an amount that exceeds one-half of one percent (1/2%) of the bidder's Total Bid Price, as well as the portion of work each such subcontractor will perform on the form provided herein by the District. No additional time will be provided to bidders to submit any of the requested information in the Designation of Subcontractor form.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

# BID FORM

TO: **BONSALL UNIFIED SCHOOL DISTRICT** acting by and through its Governing Board, herein called the "District:"

1. Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having become familiar with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the **Metal Roofing Panel Repair at Sullivan Middle School, Bid No. 2018-210B,** all in strict conformance with the drawings and specifications, including addenda, and other Contract Documents on file at the offices of said District for amounts set forth herein.

   Name of Bidder: _____

   Address of Bidder: _____

   **ADDENDA**

   The undersigned has thoroughly examined any and all Addenda issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda)

   Addendum No. _____ Date Received _____
   Addendum No. _____ Date Received _____
   Addendum No. _____ Date Received _____
   Addendum No. _____ Date Received _____

   **BASE BID**

   **Metal Roofing Panel Repair at Sullivan Middle School, Bid No. 2018-210B**

   For the sum of (in words) _____
   ($_____) including all applicable taxes, permits and licenses.

2. The Award of the Contract will be based on the lowest responsible bidder on the BASE BID ONLY.

3. It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. Contractor understands that it may not withdraw this bid for a period of sixty (60) days after the date set for the opening bids.

4. Attached is the bid security in the amount of not less than ten percent (10%) of the total bid price: (in words) _____

5. The Non-Collusion Affidavit is attached hereto.

6. The required list of designated subcontractors is attached hereto. It is understood that Bidder shall provide the addresses, telephone numbers, and license numbers of all listed subcontractors within one business day of bid opening or the bid may be rejected as non-responsive.

7. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted, and that Bidder will also furnish and deliver to the District the Performance Bond and Payment Bond for Public Works as specified, all within five (5) days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's Notice to the Contractor to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

8. Notice of Intent to Award Contract or other correspondence should be addressed to the undersigned at the address stated below.

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

_____
Name of Bidder

_____
Type of Organization

_____
Signed By Print Name

_____
Title of Signer

_____
Address of Bidder

_____
Telephone Number Fax Number

_____
E-mail address

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

10. The undersigned bidder shall be licensed in accordance with the act providing for registration of contractors and documented as follows:

11. Pursuant to Section 7103.5 of the Public Contract Code, submitting a bid to the District, the bidder offers and agrees that if the bid is accepted, it will assign to District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C,

Section 15) or under the Cartwright Act (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 bond tenders final payment to the bidder.

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

Executed on this_____ day of_____, 20__, at_____County, California.

_____
Proper Name of Bidder

_____
Address

_____
Signature of Bidder Date

NOTE: If bidder is a corporation or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, the bidder's signature shall be placed above. If Bidder is a corporation, affix corporation seal.

## BID BOND

Bond No._____

KNOW ALL PERSONS BY THESE PRESENTS: THAT we, _____
_____, as Principal, and
_____, as Surety, are held and firmly bound unto the BONSALL UNIFIED SCHOOL DISTRICT, hereinafter called the District, in the sum of_____DOLLARS ($_____), (not less than TEN percent (10%) of the total of the bid) for payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHERAS, the Principal has submitted a bid to said District to perform all work required under the bidding schedule of the District's Contract Documents for the **Metal Roofing Panel Repair at Sullivan Middle School, Bid No. 2018-210B.**

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

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

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

(Corporate Seal)

PRINCIPAL_____

By:_____
Title: _____

SURETY: _____

By:_____
Name:_____
Title: Attorney-in Fact

(Attach Attorney-in-Fact Certificate)

## DEVIATIONS FORM

Any and all deviations to this bid package including specifications of product and methods of installation are noted below. **Anything not here noted is to be considered as per specifications.**

| |
|---|
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |

Signed:_____ Company: _____

# DESIGNATION OF SUBCONTRACTORS

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

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

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

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

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

| **Subcontractor** | **Portion of Work** | **Location of Business** |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

| **Subcontractor** | **Portion of Work** | **Location and Place of Business** |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

_____
Proper Name of Bidder

By _____

**MUST BE COMPLETED BY THE LOWEST BIDDER AND SUMBITED WITHIN 24 HOURS AFTER THE BID OPENING OR BID MAY BE REJECTED AS NON-RESPONSIVE**

| Portion of Work | Subcontractor Name | License Number & Exp. Date | Location of Business & Phone Number |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**(Use additional pages if necessary)**

Proper Name of Bidder:
_____

By (Print Name):_____ Title:_____

Signature: _____

Street Address: _____

_____
(City) (State) (Zip Code)

Telephone: (_____) _____

## NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with bid)

State of California )
) ss.
County of San Diego )

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

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

Executed this_____day of_____, 20_____at_____, California.

_____
Signature of Bidder

_____
Print Name and Title

Subscribed and sworn to before me this_____day of_____, 20___

Notary Public in and for said County and State

## PUBLIC WORKS CONTRACTOR AND SUBCONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Public Contract Code Section 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: _____

DIR Registration Number: _____

Bidder further acknowledges:

1. Bidder shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Bidder shall ensure that all subcontractors are registered prior to award of contract and maintain registered status for the duration of the project.
3. Contractor is to furnish a DIR Registration Number for all subcontractors prior to contract award.
4. Contractor shall only be able to substitute a subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work and district approves of the change.
5. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

## PROHIBITIONS AGAINST TOBACCO PRODUCTS

(To be executed by Bidder and submitted with bid)

BOARD POLICY NO. BP3513.3: PROHIBITIONS AGAINST TOBACCO PRODUCTS

A. No pupil may possess or use tobacco, or any products containing tobacco or nicotine products, including but not limited to cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel (1) while on school grounds, (2) while going to or coming from school in any vehicle provided by the District (3) during the lunch period whether on or off the campus, and (4) during a school sponsored activity.

B. All schools and school ground are "No Smoking Areas: and shall be posted as such. No pupil, employee or visitor shall use tobacco products at schools or on school grounds. No pupil employee or visitor shall use tobacco products in vehicles operated by or on behalf of the District.

## NO-SMOKING POLICY

Effective June 2, 2011, for purposes of the No-Smoking Policy set forth in Board Policy Number 3513.13 of the Bonsall Unified School District, a copy of which is stated above and is incorporated herein by reference, contractors, sub-contractors and any officers, agents and employees of either of them shall be deemed visitors to the District while on District premises. Pursuant to the terms of the Policy, the use of tobacco, or any products containing tobacco or nicotine products by any visitor on school premises is prohibited. The first time the contractor, sub-contractor, any officers, agents and employees is found smoking on District premises or if, upon inspection by District officials, evidence of smoking is found on the construction site or evidence of smoking can be traced to the worker on the construction site, Contractor shall be given written warning of the violation and be advised of this provision. Upon the second and each subsequent violation of the policy, Contractors shall be fined an amount of $250.00. At any time after the third violation of the policy, District may either (1) require the Contractor to replace the worker(s) who are violating the policy or (2) terminate this contractor pursuant to the provisions of Article 13 hereof.

By signing below, the undersigned acknowledges notice of Board Policy 3513.3 and remedies set forth.

_____

Contractor's signature

**REFERENCES**

**(List a minimum of three school district/government agencies where similar projects have been completed within the last three years.)**

**Bidders Name: _____**

| | |
|---|---|
| Company: | |
| Contact Name: | |
| Phone Number: | |
| Value of Contract: | Description of Work: |
| | |
| | |

| | |
|---|---|
| Company: | |
| Contact Name: | |
| Phone Number: | |
| Value of Contract: | Description of Work: |
| | |
| | |

| | |
|---|---|
| Company: | |
| Contact Name: | |
| Phone Number: | |
| Value of Contract: | Description of Work: |
| | |
| | |

| | |
|---|---|
| Company: | |
| Contact Name: | |
| Phone Number: | |
| Value of Contract: | Description of Work: |
| | |
| | |

| | |
|---|---|
| Company: | |
| Contact Name: | |
| Phone Number: | |
| Value of Contract: | Description of Work: |
| | |
| | |

## CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

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 compensation in one or more insurers duly authorized to write compensation insurance in this State.
>
> (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to 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.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

(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.)

**BONSALL UNIFIED SCHOOL DISTRICT**
**2018-210A**
**AGREEMENT**

THIS AGREEMENT, made this_____day of_____, 20____in the County of San Diego, State of California, by and between the Bonsall Unified School District, hereinafter called the District, and_____, hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

**ARTICLE 1 - SCOPE OF WORK:** The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the **Metal Roofing Panel Repair at Sullivan Middle School, Bid No. 2018-210B** in strict compliance with the contract documents as specified in Article 6 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of District Representatives, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District Office within five business days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

**ARTICLE 2 - TIME FOR COMPLETION:** (a) District may give a Notice to Proceed within twelve (12) days of the award of the bid by the District. Once Contractor has received the Notice to Proceed, Contractor shall complete the work as provided for in the Contract Documents as specified in Article 6. (b) In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

**ARTICLE 3 - CONTRACT PRICE:** The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Contract Documents, and including any applicable sales, use or other taxes or costs, the sum of _____Dollars ($ _____). Payment shall be made as set forth in the General Conditions.

**ARTICLE 4 – PROVISIONS REQUIRED BY LAW:** Each and every provision of lay and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party, the Contract shall forthwith by physically amended to make such insertion or correction.

**ARTICLE 5 – SUBSTITUTION OF SECURITIES:** It is understood that at the request and expense of the Contractor, the District will pay the amounts retained pursuant to these Contract Documents as security for the completion of the work in compliance with the requirements of Public Contract Code Section 22300.

**ARTICLE 6 – COMPONENT PARTS OF THE CONTRACT:** The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract or the contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice Inviting Bids
Information for Bidders
Bid Form
Bid Bond
Deviations Form
Designation of Subcontractors
Non-collusion Affidavit
Public Works Contractor Registration Certification
Prohibitions against Tobacco Products
Reference Form
Contractor's Certificate Regarding Workers' Compensation
Agreement
Performance Bond
Payment Bond
Recycled Content Certification
Fingerprinting Requirements
Drug Free Workplace Certification
Asbestos-Free Material Certification
General Conditions
Special Conditions
Specifications
Drawings
Plans
Purchase Order
Addenda Nos._____, _____as issued

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

**ARTICLE 7 – INDEMNIFICATION:** The District, and their Board members, directors, officers, employees, agents and authorized volunteers shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the Work, of for injury or damage to any person or persons, either workers, employees of Contractor or subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the Work. The Contractor shall be responsible for any damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the Work. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstruction or from any cause whatsoever arising out of or in connection with the performance of the Work; provided, however, that the Contractor shall

not be liable for the sole established negligence, willful misconduct or active negligence of the District, it's Board members, directors, officers, employees, agents and authorized volunteers who are directly responsible to the District.

(a) Contractor shall indemnify the District and their Board members, officers, employees, agents and authorized volunteers against and will hold and save them and each of them harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm entity, corporation, political subdivision or other organization arising out of or in connection with the Work, operation or activities of Contractor, its agents, employees, subcontractors or invitees, provided for herein, whether or not there is concurrent passive or active negligence on the part of the District or their Board members, officers, employees, agents and authorized volunteers, but excluding such actions, claims, damages to persons or property penalties, obligations or liabilities arising from the sole established negligence, willful misconduct or active negligence of the District or those who are directly responsible to them; and in connection therewith:

(1) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection therewith.
(2) Contractor will promptly pay any judgment rendered against Contractor, the District, and their Board members, officers, employees, agents and authorized volunteers covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder and Contractor agrees to save and hold the District, the Architect, and their Board members, directors, officers, employees, agents and authorized volunteers harmless there from.
(3) In the event the District, and their Board members, officers, employees, agents and authorized volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the Work, or operation or activities of Contractor hereunder, Contractor agrees to pay to the District, and their Board members, officers, employees, agents and authorized volunteers any and all costs and expenses incurred by the District and their Board members, officers, employees, agents and authorized volunteers in such action or proceeding together with reasonable attorney's fees.
(4) The District may retain, to the extent it deems necessary, the money due to the Contractor under and by virtue of the Contract Documents until disposition has been made of such actions or claims for damages as specified hereinabove.

**ARTICLE 8 – LABOR CODE PROVISIONS:** Contractor shall comply with the prevailing wage provisions of the California Labor Code and the prevailing wage rate determinations of the Department of Industrial Relations. These rates are on file at the Department of Industrial Relations, Division of Labor Statistics and Research, Prevailing Wage Unit, PO Box 420603**,** San Francisco, CA 94142-0603. A copy of these rates shall be posted at the job site. It shall be mandatory upon the Contractor and all subcontractors to comply with all Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor, and debarment of Contractors and subcontractors.

**ARTICLE 9 – RECORD AUDIT:** In accordance with Government Code, Section 8546.7, records of both the District and the Contractor shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

**ARTICLE 10 – NOTICE TO PROCEED:** No work, services, material or equipment shall be performed or furnished under this Agreement unless and until a Notice to Proceed has been given to the Contractor by the District, and all bonds and certificates of insurance have been furnished to, and approved by, the District.

**ARTICLE 11 – CONTRACTOR'S LICENSE:** Contractor must possess a **Class C-39 Roofing, Class C-43 Sheet Metal** Contractor's License, issued by the State of California, which is current and in good standing.

IN WITNESS WHEREOF, the above-named parties have duly executed this Agreement, on the day and year first above written.

| CONTRACTOR: | DISTRICT: |
|---|---|
| _____ | Bonsall Unified School District |
| License No._____ | By_____ |
| By:_____ | William Pickering II, |
| Title:_____ | Assistant Superintendent, Business and Administrative Services |
| Signature:_____ | |

(Corporate Seal)

# PERFORMANCE BOND

Bond No._____

KNOW ALL PERSONS BY THESE PRESENTS: That

WHEREAS, the Bonsall Unified School District (hereinafter designated as "Public Entity"), the action taken or a resolution passed_____, 20____, has awarded to _____, hereinafter designated as the "Principal", a contract for:

**Metal Roofing Panel Repair at Sullivan Middle School, Bid No. 2018-210B**

and

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

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

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

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under, or the specifications accompanying the same, shall in anywise affect its obligation shall become null and void, otherwise, it shall be and remain in full force and virtue.

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

IN WITNESS WHEREOF, the Principal has duly executed this instrument and Surety above named, on the_____day of_____, 20_____.

_____
Principal

By _____

[Attach required acknowledgements]

_____
Surety

By _____
Attorney-in-fact

# PAYMENT BOND

Bond No._____

KNOW ALL PERSONS BY THESE PRESENTS; That

WHEREAS, the Bonsall Unified School District (hereinafter designated as "Public Entity"), by action taken or a resolution passed _____20___, has been awarded to, _____ hereinafter designated as the "Principal", a contract for the work of:

**Metal Roofing Panel Repair at Sullivan Middle School, Bid No. 2018-210B**

and

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, principal's subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board form the wages of employees of the contractor and contractor's subcontractors pursuant to section 18663 of the California Revenue and Taxation Code, with respect to such work and labor the surety or sureties will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the Public Entity in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

The bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the District or Public Entity and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has been paid the full amount of claim and the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, the instrument has been duly executed by the Principal and Surety above named, on the_____day of_____, 20____.

_____

Principal

By: _____

[Attach required acknowledgements]

_____

Surety

By _____

Attorney-in-fact

## RECYCLED CONTENT CERTIFICATION

The undersigned declares that they are the person who executed the bid for the _____ _____(hereinafter referred to as the "Project"), and submitted it to the Bonsall Unified School District (hereinafter referred to as the "District") on behalf of _____hereinafter referred to as the "Contractor").

Pursuant to Public Contract Code Section 10308.5, all contractors are required to certify in writing under penalty of perjury the minimum (if not exact) percentage of recycled content in materials, goods, or supplies offered or products used in the performance of their contract, regardless of whether the product meets the required recycled product percentage as defined in Sections 12161 and 12200. The recycled content shall include both post-consumer material and secondary material as defined in Public Contract Code Sections 12161 and 12200 shall apply.

I declare under penalty of perjury under the laws of the State of California that the following percentages of Post-consumer Material and Secondary Material is in the materials, goods or supplies offered for, or products used in, the performance of the Contract for the Project:
_____ % Post-consumer Material_____% Secondary Material.

Executed on this_____day of _____, 20 at ____
_____.

_____

Name of Contractor (Print or Type)

By _____
Signature

_____
Print Name

_____
Title

Subscribed and sworn before me this_____day of_____, 20___

_____
Notary Public in and for the State of California

My Commission Expires: _____

# CONTRACTOR FINGERPRINTING REQUIREMENTS

## CONTRACTOR CERTIFICATION

With respect to the Contract dated _____ 20___ by and between Bonsall Unified School District ("District") and _____ ("Contractor"), Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code Section 45125.1 and that none of its employees that may come in contact with District 's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____ _____
Contractor's Representative Date

## CONTRACTOR EXEMPTION

Pursuant to Education Code sections 45125.1 and 45125.2, the Bonsall Unified School District ("District") has determined that _____ ("Contractor") is exempt from the criminal background check certification requirements for the Contract dated _____, 20___ by and between the District and Contractor ("Contract") because:

The Contractor's employees will have limited contact with District students during the course of the Contract;

Emergency or exceptional circumstances exist; or

With respect to contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: _____.

_____ _____
School District Official Date

## SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

### SUBCONTRACTOR'S CERTIFICATION

The Bonsall Unified School District ("District") entered into a Contract for services with _____ ("Contractor") on or about _____, 20 ("Contract"). This certification is submitted by _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"). Subcontractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____ _____
Subcontractor's Representative Date

### SUBCONTRACTOR'S EXEMPTION

The Bonsall Unified School District ("District") entered into a Contract for services with _____ ("Contractor") on or about _____, 20 ("Contract"). Pursuant to Education Code sections 45125.1 and 45125.2, the District has determined that _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"), is exempt from the criminal background check certification requirements for the Contract because:

The Subcontractor's employees will have limited contact with District students during the course of the Contract;

Emergency or exceptional circumstances exist; or

With respect to contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor and/or Subcontractor have agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: _____.

_____ _____
School District Official Date

# DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the Bonsall Unified School District (hereinafter referred to as the "District") and _____ _____ (hereinafter referred to as the "Contractor") for the _____ Project (hereinafter referred to as the "Project"). This form is required from all successful bidders pursuant to the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for 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. It addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency 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 their 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; and

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 by subdivision "A," 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 the Drug-Free Workplace Act as it now exists or may hereinafter be amended. Particularly, I shall abide by Government Code Section 8355 when performing the Contract for the Project by:

A. Publishing a statement notifying employees concerning the prohibition of controlled substance at my 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 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; the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that if 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 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.

Executed on this _____ day of _____, 20 _____ at _____.

_____
Name of Contractor (Print or Type)

By _____
Signature

_____
Print Name

_____
Title

Subscribed and sworn before me this _____ day of _____, 20_____

_____
Notary Public in and for the State of California
My Commission Expires:

## ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that they are the person who executed the bid for the _____ _____ (hereinafter referred to as the "Project"), and submitted it to the Bonsall Unified School District (hereinafter referred to as the "District) on behalf of _____ (hereinafter referred to as the "Contractor").

To the best of my knowledge, information and belief, in completed the Contractor's Work for the Project, no material furnished, installed or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state EPA or federal or state health agencies as a hazardous material.

Any disputes involving the question of whether or not material installed with asbestos-containing equipment is settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.

All work or materials installed by the Contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District.

Decontamination and removal of work found to contain asbestos or work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The ASBESTOS REMOVAL CONTRACTOR shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the Asbestos Consultant who shall have sole discretion and final determination in this matter.

The asbestos consultant shall be chosen and approved by the Construction Manager/Architect or the District who shall have sole discretion and final determination in this matter.

The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the Asbestos Consultant.

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

Executed on this _____ day of _____, 20 _____ at _____.

_____
Name of Contractor (Print or Type)

By _____
Signature

_____
Print Name

_____
Title

Subscribed and sworn before me this _____ day of _____, 20_____

_____
Notary Public in and for the State of California
My Commission Expires:

## CONTENTS OF GENERAL CONDITIONS


| Article No. | | Page No. |
|---|---|---|
| 1. | DEFINITIONS | 37 |
| 2. | DRAWINGS AND SPECIFICATIONS | 37 |
| 3. | COPIES FURNISHED | 38 |
| 4. | OWNERSHIP OF DRAWINGS | 38 |
| 5. | DETAIL DRAWINGS AND INSTRUCTIONS | 38 |
| 6. | TIME FOR COMPLETION AND LIQUIDATED DAMAGES | 39 |
| 7. | PROGRESS SCHEDULE | 40 |
| 8. | CONTRACT SECURITY | 41 |
| 9. | ASSIGNMENT | 41 |
| 10. | PROHIBITED INTERESTS | 41 |
| 11. | SEPARATE CONTRACTS | 42 |
| 12. | SUBCONTRACTING | 42 |
| 13. | DISTRICT'S RIGHT TO TERMINATE CONTRACT | 43 |
| 14. | GUARANTEE | 44 |
| 15. | NOTICE AND SERVICE THEREOF | 44 |
| 16. | WORKERS | 45 |
| 17. | WAGE RATES | 45 |
| 18. | APPRENTICES | 47 |
| 19. | HOURS OF WORK | 50 |
| 20. | WORKERS' COMPENSATION INSURANCE | 51 |
| 21. | COMMERCIAL GENERAL LIABILITYAND PROPERTY DAMAGE INSURANCE | 52 |
| 22. | BUILDER’S RISK/APPLICABLE INSTALLATION/FIRE INSURANCE | 54 |
| 23. | PROOF OF CARRIAGE OF INSURANCE | 54 |
| 24. | INDEMNIFICATION | 55 |
| 25. | LAWS AND REGULATIONS | 55 |
| 26. | PERMITS AND LICENSES | 55 |
| 27. | INSPECTION FEES FOR PERMANENT UTILITIES | 56 |
| 28. | EASEMENTS | 56 |
| 29. | SURVEYS | 56 |
| 30. | EXCISE TAXES | 56 |
| 31. | PATENTS, ROYALTIES, AND INDEMNITIES | 56 |
| 32. | MATERIALS | 56 |
| 33. | SUBSTITUTIONS | 57 |
| 34. | SHOP DRAWINGS | 58 |
| 35. | SUBMITTALS | 59 |
| 36. | CLOSEOUT SUBMITTALS | 59 |
| 37. | COST BREAKDOWN AND PERIODICAL ESTIMATES | 59 |
| 38. | PAYMENTS AND RETENTION | 60 |
| 39. | PAYMENTS WITHHELD | 61 |
| 40. | CHANGES AND EXTRA WORK | 62 |
| 41. | DEDUCTIONS FOR UNCORRECTED WORK | 63 |
| 42. | PAYMENTS BY CONTRACTOR | 63 |
| 43. | CONTRACTOR'S SUPERVISION | 64 |
| 44. | INSPECTOR'S FIELD OFFICE | 64 |
| 45. | DOCUMENTS ON WORK | 64 |

| | | |
|---|---|---|
| 46. | RECORD (“AS-BUILT”) DRAWINGS | 65 |
| 47. | UTILITY USAGE | 65 |
| 48. | SANITARY FACILITIES | 66 |
| 49. | TRENCHES | 66 |
| 50. | PROTECTION OF WORK AND PROPERTY | 66 |
| 51. | LAYOUT AND FIELD ENGINEERING | 67 |
| 52. | REMOVAL OF HAZARDOUS MATERIALS | 67 |
| 53. | CUTTING AND PATCHING | 67 |
| 54. | CLEANING UP | 68 |
| 54. | CORRECTION OF WORK BEFORE FINAL PAYMENT | 68 |
| 56. | ACCESS TO WORK | 68 |
| 57. | OCCUPANCY | 68 |
| 58. | DISTRICT'S INSPECTOR | 68 |
| 59. | TESTS AND INSPECTIONS | 69 |
| 60. | SOILS INVESTIGATION REPORT | 69 |
| 61. | ARCHITECT'S STATUS | 70 |
| 62. | ARCHITECT'S DECISIONS | 70 |
| 63. | PROVISIONS REQUIRED BY LAW DEEMED INSERTED | 70 |
| 64. | LABOR-EMPLOYMENT SAFETY | 70 |
| 65. | NOTICE OF TAXABLE POSSESSORY INTEREST | 70 |
| 66. | ASSIGNMENT OF ANTITRUST ACTIONS | 70 |
| 67. | SUBSTITUTION OF SECURITY | 71 |
| 68. | EXCAVATIONS DEEPER THAN FOUR FEET | 71 |
| 69. | COMPLIANCE WITH STATE STORM WATER PERMIT | 72 |
| 70. | RESOLUTION OF CONSTRUCTION CLAIMS OF $375,000 OR LESS | 73 |
| 71. | RESOLUTION OF CONSTRUCTION CLAIMS IN EXCESS OF $375,000 | 74 |
| 72. | GOVERNING LAW AND VENUE | 76 |
| 73. | FINGERPRINTING | 76 |
| 74. | COMPLIANCE WITH D.T.S.C. GUIDELINES-IMPORTED SOILS | 77 |
| 75. | NO ASBESTOS | 77 |

# GENERAL CONDITIONS

## Article 1. DEFINITIONS

a. The "District" and "Contractor" are those mentioned as such in the agreement. The terms District and Owner may be used interchangeably.
b. "Subcontractor" as used herein, includes those having direct contract with Contractor and one who furnishes material worked to a special design according to plans and specifications of this work, but does not include one who merely furnishes material not so worked.
c. "Surety" is the person, firm, or corporation that executes as surety the Contractor's Performance Bond and Payment Bond for Public Works.
d. "Provide" shall include provide complete in place, that is, furnish, install, test and make ready for use.
e. Words such as "indicated", "shown, " "detailed," "noted," "scheduled," or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the Architect is intended, unless stated otherwise.
f. "Work" of the Contractor or subcontractor includes labor or materials or both.
g. "Day" as used herein shall mean calendar day unless otherwise specifically designated.
h. Where the words, "equal," "equivalent," "satisfactory," "directed," "designated," "selected," "as required," and words of similar meaning are used, the written approval, selection, satisfaction, direction, or similar action of the Architect is required.
i. Where the word "required" and words of similar meaning are used, it shall mean, "as required to properly complete the work as required by the Architect, unless stated otherwise.
j. The word "perform" shall be understood to mean that the Contractor, at Contractor's expense, shall perform all operations necessary to complete the work, including furnishing of necessary labor, tools, and equipment, and further including the furnishing and installing of materials that are indicated, specified, or required to complete such performance.
k. Where the words "acceptable," "acceptance," or words of similar import are used, it shall be understood that the acceptance of the Architect and District is intended.
l. Where shown, the words "includes," and "including," do not limit the work to the items following those words.

## Article 2. DRAWINGS AND SPECIFICATIONS

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

b. **Interpretations.** Drawings and specifications are intended to be fully cooperative and to agree. However, if Contractor observes that the drawings and specifications are in conflict, Contractor shall promptly notify the architect in writing and any necessary changes shall be adjusted as provided in contract for changes in work. If such conflict arises, the following order

of precedence shall generally apply, provided, however, that the order of precedence shall not be so rigidly interpreted as to affect an absurd or costly result:

1. Special Conditions shall take precedence over General Conditions.
2. Technical Specifications implement, in additional detail, the requirements of the General Conditions. In the event of conflict between the Technical Specifications and the General Conditions, the General Conditions shall take precedence.
3. In the event of a conflict between the Technical Specifications and the drawings, the higher quality, higher quantity and most stringent requirements shall be deemed to apply and shall govern as to materials, workmanship and installation procedures.
4. With regard to drawings:
   a. Figures govern over scaled dimensions;
   b. Larger details govern over general drawings;
   c. Addenda/change order drawings govern over contract drawings;
   d. Contract drawings govern over standard drawings.
5. Work not particularly shown or specified shall be the same as similar parts that are shown or specified.

c. The architect, whose decisions shall be final, shall clarify misunderstanding of drawings and specifications.
d. Standards, Rules and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified.

**Article 3. COPIES FURNISHED**

Contractor will be furnished, free of charge, copies of drawings and specifications as set forth in Special Conditions. Additional copies may be obtained at cost of reproduction.

**Article 4. OWNERSHIP OF DRAWINGS**

All drawings, specifications, and copies thereof furnished by District are District property. They are not to be used on other work and with exception of signed contract sets are to be returned to District on request at completion of work.

**Article 5. DETAIL DRAWINGS AND INSTRUCTIONS**

a. In case of ambiguity, conflict, or lack of information, architect shall furnish with reasonable promptness additional instructions, by means of drawings or otherwise, necessary for proper execution of work. For purposes of this section “reasonable promptness” shall mean as soon as possible in order for Contractor to execute the work. If the Contractor as a critical path item identifies the item, “reasonable promptness” shall mean no more than five business days. All such drawings and instructions shall be consistent with contract documents, true developments thereof, and reasonably inferable therefrom.
b. Work shall be executed in conformity therewith and Contractor shall do no work without proper drawings and instructions.

## Article 6. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

a. Work shall be commenced on or before the date stated in District's notice to the Contractor to proceed and shall be completed by Contractor in the time specified in the Special Conditions. The District is under no obligation to consider early completion of the project and the contract completion date shall not be amended by the District's acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances receive additional compensation from the District for indirect, general, administrative or other forms of overhead costs for the period between the time of early completion proposed by the Contractor and the official contract completion date. If the work is not completed in accordance with the foregoing, it is understood that the District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Special Conditions for each calendar day of delay until work is completed and accepted. Contractor and Contractor's surety shall be liable for the amount thereof. Any money due or to become due the Contractor may be retained to cover said liquidated damages. Should such money not be sufficient to cover said liquidated damages, the District shall have the right to recover the balance from the Contractor or Contractor's sureties, who will pay said balance forthwith. Regardless of the time lines in the schedule submitted by Contractor, no delay claims shall be accepted by District unless the event or occurrence delays the completion of the Project beyond the contractual completion date.

b. Contractor shall abide by District's determination of what constitutes inclement weather based upon the inspector or geotechnical engineer's recommendation. A bad weather day is a day when the weather causes unsafe work conditions or is unsuitable for work that should not be performed during inclement weather (i.e., exterior finishes). Time extensions shall only be granted when the work that is stopped during inclement weather is on the critical path of the Project schedule. The District's consideration of time extension requests will take into account situations when rain days exceed the normal frequency and amount based on the closest weather stations data averaged over the past three years, for the period of this contract and when Contractor can show such rain days impact the critical path. Contractor shall be expected to perform all work it can possibly complete during inclement weather (i.e., interior work).

c. **Extension of Time**. Contractor shall not be charged liquidated damages because of any delays in completion of work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to: acts of God, or of public enemy, acts of Government, acts of District or anyone employed by District or acts of another contractor in performance of a contract with District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes. Contractor shall within five (5) days of beginning of any such delay (unless District grants a further period of time prior to date of final settlement of the contract) notify District in writing of causes of delay; thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing work when, in District's judgment, the findings of fact justify such an extension. The District's findings of fact thereon shall be final and conclusive on parties hereto. In case of a continuing cause of delay, only one claim is necessary. Time extensions to the project should be requested by the Contractor as they occur and without delay. Regardless of the

time lines in the schedule submitted by Contractor, no delay claims shall be accepted by District unless the event or occurrence delays the completion of the project beyond the contractual completion date.

d. **Determining Damages for Delay**. District's liability to Contractor for delays for which District is responsible shall be limited to an extension of time for delays unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the contract was awarded. Contractor agrees that the District's representative shall determine the actual costs to Contractor of any delay for which Contractor may claim damages from District. Such costs, if any, shall be directly related to the project, and shall not include costs that would be borne by the Contractor in the regular course of business, including, but not limited to, office overhead and ongoing insurance costs. The District shall not be liable for any damages, which the Contractor could have avoided by any reasonable means including, but not limited to, the judicious handling of forces, equipment, or plant.

e. **Removal or Relocation of Main or Trunkline Utility Facilities**. The contractor shall not be assessed for liquidated damages for delay in completion of the project, when such delay was caused by the failure of the awarding authority of this contract or the District of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the contractor is aware that removal or relocation of an existing utility has not been provided for, contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, Contractor shall immediately notify the public agency and utility in writing. The public utility, where they are the Districts, shall have the sole discretion to perform repairs or relocation work or permit the contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy and for equipment on the project necessarily idled during such work. Such compensation shall be in accordance with the extra work provisions set out at Article 38 hereof.

## Article 7. PROGRESS SCHEDULE

a. Within fourteen (14) days after being awarded contract, Contractor shall prepare a baseline progress schedule in hard copy and disk form and shall submit it for the District's approval. The schedule shall clearly identify all staffing and other resources, which in the Contractor's judgment are needed to complete the project within the time specified for completion. The schedule shall include milestone and shall include the "critical path" of construction. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the project; the District's approval of the progress schedule does not relieve the Contractor of any such responsibility. Contractor's failure to incorporate all elements of work required for the performance of the contract or any inaccuracy in the schedule shall not excuse the

Contractor from performing all work required for a completed project within the specified contract time period, notwithstanding the Owner's acceptance of the schedule. **The first payment will not be made unless the District has been provided and has accepted the project schedule.**

b. The schedule shall allow enough time for inclement weather. Such schedule shall indicate graphically the beginning and completion dates of all phases of construction, shall indicate the critical path for all critical, sequential time related activities. All required schedules shall indicate "float time" for all "slack" or "gaps" in the non-critical activities. Submitted construction schedules shall have duration to match the contract time. Excess time may be picked up with "float time" if needed or desired by the Contractor. A "bar chart" in reasonably complete detail shall be adequate in contracts over $1 million and shall show critical path items. All required schedules shall be periodically updated to reflect changes in the status of the job, including weather delays. At a minimum, the Contractor shall be required to provide and keep updated a monthly schedule in order to prevent delay claims. **At a minimum, the Contractor shall be required to provide and keep updated a monthly schedule in order to prevent delay claims. (Job estimate will include a schedule for work to be done.)**

## Article 8. CONTRACT SECURITY

Unless otherwise specified in Special Conditions, Contractor shall furnish a surety bond in an amount equal to 100 percent of contract price as security for faithful performance of this contract and shall furnish a separate bond in an amount at least equal to 100 percent of the contract price as security for payment of persons performing labor and furnishing materials in connection with this contract. Both the Payment and the Performance Bonds must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the District is legally permitted to establish. Aforesaid bonds shall be in form set forth in this contract documents. Upon request of Contractor, District will consider and accept multiple sureties on such bonds. (Contract security will only be required if project exceeds $25,000.00.)

## Article 9. ASSIGNMENT

Contractor shall not assign this contract or any part thereof without prior written consent of District. Any assignment of money due or to become due under this contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure and/or the Government Code.

## Article 10. PROHIBITED INTERESTS

No official of District who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of project, shall become directly or indirectly interested financially in this contract or in any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for District who is authorized in such capacity and on behalf of District to exercise

any executive, supervisory or other similar functions in connection with construction of project shall become directly or indirectly interested financially in this contract or in any part thereof.

**Article 11. SEPARATE CONTRACTS**

District reserves the right to let other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate Contractor's work with theirs.

If any part of Contractor's work depends for proper execution or results upon work of any other contractor, the Contractor shall inspect and promptly report to architect any defects in such work that render it unsuitable for such proper execution and results. Contractor's failure so to inspect and report shall constitute Contractor's acceptance of other contractor's work as fit and proper for reception of Contractor's work, except as to defects which may develop in other contractor's work after execution of Contractor's work.

To insure proper execution of Contractor's subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the architect any discrepancy between executed work and contract documents.

Contractor shall ascertain to Contractor's own satisfaction the scope of the project and nature of any other contracts that have been or may be awarded by District in prosecution of project to the end that Contractor may perform this contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on project. If simultaneous execution of any contract for project is likely to cause interference with performance of some other contract or contracts, District shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. District shall not be responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts on project, or caused by any decision or omission of District respecting the order of precedence in performance of contracts.

**Article 12. SUBCONTRACTING**

a. Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor subcontracts any part of this contract, Contractor shall be as fully responsible to District for acts and omissions of Contractor's subcontractor and of persons either directly or indirectly employed by Contractor's subcontractor, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in contract documents shall create any contractual relation between any subcontractor and District. The District shall be deemed to be the third party beneficiary of the contract between the contractor and the subcontractor.

b. District's consent to or approval of any subcontractor under this contract shall not in any way relieve Contractor of any obligations under this contract and no such consent or approval shall be deemed to waive any provision of this contract. The District reserves the right of approval of all subcontractors proposed for use on this Project,

and to this end, may require financial, performance and such additional information as is needed to secure this approval. If a subcontractor is not approved, the Contractor shall promptly submit another of the same trade for approval.

c. Substitution or addition of subcontractors shall be permitted only as authorized in chapter 4 (commencing at section 4100), part 1, division 2 of the California Public Contract Code.

## Article 13. DISTRICT'S RIGHT TO TERMINATE CONTRACT

District may, without prejudice to any other right or remedy, serve written notice of intent to terminate upon Contractor and Contractor's surety stating its intention to terminate this contractor if the Contractor (I) refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or (ii) fails to complete said work within such time, or (iii) if the Contractor should file a bankruptcy petition, or (iv) if Contractor should make a general assignment for the benefit of Contractor's creditors, or (v) if a receiver should be appointed on account of Contractor's insolvency, or (vi) if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or (vii) if Contractor should fail to make prompt payment to subcontractors or for material or labor, or (viii) persistently disregard laws, ordinances or instructions of District, or (ix) otherwise be guilty of a substantial violation of any provision of the contract, or (x) if Contractor or Contractor's subcontractors should violate any of the provisions of this contract. The notice of intent to terminate shall state generally the reasons for such intention to terminate. Unless within five (5) days after the service of such notice, such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof are made, this contract shall be deemed to have ceased and terminated. The Contractor then shall not be entitled to receive any further payment until work is finished. Upon the termination of the contract as provided above, District shall immediately serve upon surety and contractor written notice of termination stating the contract has ceased and terminated. Surety shall have the right to investigate, take over and perform this contract, provided, however, that if surety, within five (5) days after service upon it of said notice of termination, does not give District written notice of its intention to take over and perform this contract and does not commence performance thereof within save (7) days from the date of service upon it of such notice of termination, District may take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor. If Surety does not perform the project work itself, the Surety shall consult with the District regarding its planned choice of a contractor or contractors to complete the project, and upon request by District, Surety shall provide District Evidence of Responsibility of Surety's proposed contractor or contractors. District shall be entitled to reject Surety's choice of contractor or contractors if District determines in its sole discretion that the contractor or contractors are non-responsible. If Surety provides District written notice of its intention to take over and perform, within fourteen (14) days of such written notice of intent to take over and perform, Surety or its chosen contractor or contractors (is such contractor or contractors are approved by District) shall provide District a detailed Progress Schedule as specified in Article 7 above. Contractor and its surety shall be liable to District for any excess cost or other damages occasioned the District as a result of Surety or Surety's contractor or contractors take over and performance. If the District takes over the work as hereinabove provided the District may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessarytherefore.

If unpaid balance of contract price shall exceed expense of finishing work including compensation for additional architectural, managerial, and administrative services, such excess shall be paid to Contractor. If such expense shall exceed such unpaid balance, Contractor shall pay difference to District. Expense incurred by District as herein provided, and damage incurred through Contractor's default, shall be certified by architect.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District. Notwithstanding the foregoing provisions, this contract may not be terminated or modified where a trustee-in-bankruptcy has assumed the contact pursuant to 11 U.S.C. Section 365 (Federal Bankruptcy Act).

**Article 14. GUARANTEE**

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

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

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

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

**Article 15. NOTICE AND SERVICE THEREOF**

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

a. If notice is given to District, by personal delivery thereof to architect or District or by depositing same in United States mails, enclosed in a sealed envelope addressed to District for attention of said architect, postage prepaid and registered;

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

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

d. If notice is served by mail, it shall be deemed received and all time periods associated with the giving of notice shall run from the third day after mailing.

**Article 16. WORKERS**

a. Contractor shall at all times enforce strict discipline and good order among Contractor's employees and shall not employ on work any unfit person or anyone not skilled in work assigned to employee.

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

**Article 17. WAGE RATES**

a. Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute the contract. Copies of said determination are on file at District's principal office and available to any interested party on request.

b. Holiday and overtime work when permitted by law shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified.

c. Each worker of the Contractor or any of Contractor's subcontractors engaged in work on the project not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers. Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

d. The Contractor shall, as a penalty to the District, forfeit not more than Two Hundred Dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor under Contractor. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the contractor in meeting Contractor's prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

e. Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed by employee, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

f. Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and similar purposes.

g. 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.

h. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor in connection with the public work.

i. The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

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

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

3. A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the contractor.

j. Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request.

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

l. Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

m. In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit One Hundred Dollars ($100) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due. A Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

n. Effective January 1, 2001 SB 1999, Ch. 881, Stats 2000 broadens the scope of workers subject to prevailing wage laws. Workers subject to prevailing wage provisions for public works as a result of the new law include the following DIR classifications and types: (1) Building Construction Inspectors for compliance with building code and other standards,
(2) Operating Engineers as land surveyors and soil testing technicians contractor to perform work for public works construction project, and (3) workers performing the same type of work in the pre-construction phases of public works construction project as they perform in the actual construction phase.

## Article 18. APPRENTICES

a. 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 indentured to the Contractor in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that it will comply with said section which reads:

"This chapter does not prevent the employment of properly registered apprentices

upon public works. Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered"

b. Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training or the rules and regulations of the California Apprenticeship Council.

c. When the contractor to whom the contract is awarded by the state or any political subdivision, or any subcontractor under contractor, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation on accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (n).

d. Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximately dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contract and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

e. The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

f. The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeymen work.

g. This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

h. A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (f).

i. Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of its contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Division of Apprenticeship Standards may grand a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

j. An apprenticeship program has the discretion to grant to a particular contractor or contractor association a certification, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
(2) The number of apprentices in training in the area exceeds a ratio of 1-to-5.
(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on local basis.
(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize its life, safety, or property of a fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

k. When an exemption is granted pursuant to subdivision (j) to an organization what represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local join apprenticeship committees, if they are already covered by the local apprenticeship standards.

l. A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade, shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public work site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing its bid for the contract. At the end of each fiscal year, the California Apprenticeship Council shall make grants to each apprenticeship program in proportion to the number of hours of training provided by the program for which the program did not receive contributions, weighted by the regular rate of contribution for the program. These grants shall be made from funds collected by the California Apprenticeship Council during the fiscal year pursuant to this subdivision from contractors that employed registered apprentices but did not contribute to an approved apprenticeship program. All these funds received during the fiscal year shall be distributed as grants.

m. The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime Contractor.

n. This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars ($30,000) or 20 working days.

o. All decisions of the joint apprenticeship committee under this section are subject to Section 3081.

## Article 19. HOURS OF WORK

a. As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of contractors in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

b. The contractor and subcontractor shall 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 and subcontractor 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 the District and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

c. The Contractor shall pay to the District a penalty of twenty-five dollars ($25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any 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.

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

## Article 20. WORKERS' COMPENSATION INSURANCE

a. The Contractor shall provide, during the life of this contract, workers' compensation insurance for all of Contractor's employees engaged in work under this contract, on or at the site of the project, and, in case any of Contractor's work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the subcontractor's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this contract, on or at the site of the project, is not protected under the Workers' Compensation Statute, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor shall file with the District certificates of insurance evidencing protection of Contractor's workers.
b. Company or companies providing insurance coverage shall be acceptable to the District, and in the following form and coverage:

    1. Statutory Workers' Compensation and Employer's Liability Coverage: Contractor shall maintain insurance to afford protection for all claims under California Workers' Compensation Act and other employee benefit acts, and in addition, shall maintain Employer's Liability Insurance for a minimum limit of $1,000,000. The Workers' Compensation Policy shall include the following endorsements, copies of which shall be provided to District:

        (a) The Voluntary Compensation Endorsement; and
        (b) Broad Form All States Endorsement; and
        (c) The Longshoremen's and Harbor Workers endorsement, where applicable to the work under this contract; and
        (d) Waiver of Subrogation Endorsement

## Article 21. COMMERCIAL GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE

a. Contractor shall procure and maintain during the life of this contract and for such other period as may be required herein, at its sole expense, such comprehensive general liability insurance or commercial general liability and property damage insurance as shall protect Contractor and District from all claims for (bodily) personal injury, including accidental death, as well as from all claims for property damage arising from operations under this contract, and other covered loss, however occasioned, occurring during the policy term. Such policy shall comply with all the requirements of this article, and shall be in the form and amounts as set forth in the Special Conditions hereof. The limits set forth in the Special Conditions shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contact documents or law.

b. Contractor shall make certain that any and all subcontractors hired by Contractor insured in accordance with this contract. If any subcontractor's coverage does not comply with the foregoing provisions, contractor shall indemnify and hold District harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by District as a result thereof.

c. Company or companies providing insurance coverage shall be acceptable to the District and authorized to conduct business in the State of California.

d. Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's board of trustees, and the offices, agents, employees and volunteer of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, individually and collectively, as additional insureds using form CG2010 11-85 or equivalent which must include products and completed operations coverage, broad form property damage coverage, coverage for collapse, explosion and underground, and include independent contractor coverage.

e. The coverage afforded by the additional insured endorsement described in the paragraph above, shall apply as primary insurance, and any other insurance maintained by District, the members of District's Board of Trustees, or its officers, agents, employees and volunteers, or any self-funded program of District, shall be in excess only and not contributing with such coverage.

f. Contractor shall notify District in writing of the amount, if any, of self-insured retention provided under the General Liability coverage, with a maximum limit of $25,000. District may approve higher retention amounts, based upon review of documentation submitted by Contractor. Such review shall take into consideration Contractor's net worth and reserves for payment of claims of liability against Contractor, which must be sufficient to adequately compensate for the lack of other insurance coverage required hereunder.

g. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury and other covered loss, however, occasioned, occurring during the policy term, and shall specifically insured the performance by Contractor of that part of the indemnification contained in Article 24 hereof, relating to liability for injury to or

death of persons and damage to property. If the coverage contains one of more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, District may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement, products and completed operations coverage and broad form property damage described in paragraphs d and e, above. To the extent that the umbrella insurer requires notice of changes to the primary policy, notice will be considered to be given and not prejudice the District's rights to recover under the umbrella policy.

h. Contractor and District release each other, and their respective authorized representatives, from any Claims (as defined in Article 24 hereof), but only to the extent that the proceeds received from any policy of liability insurance carried by District or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of liability insurance provided by Contractor hereunder shall be a standard waiver of rights of subrogation against District by the insurance company issuing said policy or policies.

i. If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

    1. The policy retroactive date coincides with or precedes Contractor's Commencement or work under the Agreement (including subsequent policies purchased as renewal or replacements).
    2. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Agreement, including the requirement of adding all additional insureds.
    3. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Agreement.
    4. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

j. Contractor's failure to procure the insurance specified herein, or failure to deliver certified copies or appropriate certificates of such insurance, or failure to make the premium payments required by such insurance, shall constitute a material breach of the contract, and District may, at its option, terminate the Agreement for any such default by contractor.

k. The requirements as to the typed and limits of insurance coverage set forth herein and in the Special Conditions to be maintained by the Contractor, and any approval of said insurance by the District or its insurance Contractor(s), are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Agreement, including, but not limited, the provisions concerning indemnification.

l. District shall retain the right at any time to review the coverage, form, and amount of insurance required herein and may require Contractor to obtain insurance reasonably

sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

m. District's risk manager must approve all deviations from the contractual insurance requirements stated herein in writing.

## Article 22. BUILDER'S RISK/APPLICABLE INSTALLATION/FIRE INSURANCE

a. It is the Contractor's responsibility to maintain or cause to be maintained fire insurance on all work, material, equipment, appliances, tools, and structures which are a part of this Contract and subject to loss or damage by fire, extended coverage, and vandalism and malicious mischief. District accepts no responsibility until the Governing Board for the work formally accepts the Contract. The Contractor is required to file with the District a certificate evidencing builder's risk or applicable installation of not less than the amount identified in the special condition insurance coverage.

b. Provide insurance coverage on completed value form, all-risk or special causes of loss coverage.

    1. Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the contract.
    2. Coverage shall include all materials stored on site and in transit.
    3. Coverage shall include Contractor's tools and equipment.
    4. Insurance shall include boiler, machinery and material hoist coverage.

c. Company or companies providing insurance coverage shall be acceptable to the District and authorized to conduct business in the State of California.

## Article 23. PROOF OF CARRIAGE OF INSURANCE

a. Contractor shall, as soon as practicable following the placement of insurance required hereunder, but in no event later than the effective date of the Agreement, deliver to District certificates of insurance evidencing the same, together with the appropriate separate endorsements thereto, evidencing that Contractor has obtained such coverage for the period of the Agreement. Contractor shall deliver certified copies of the actual insurance policies specified herein, within thirty days after commencement of work. Thereafter, copies of renewal policies, or certificates and appropriate separate endorsements thereof, shall be delivered to District within thirty (30) days prior to the expiration of the term of any policies of insurance of Contractor which Contractor has not delivered to District.

b. Certificates and insurance policies shall include the following clause: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District stating date of cancellation, reduction or other adverse change respecting such insurance. The date of cancellation, reduction or adverse change may not be less than thirty (30) days after date of mailing notice." Any notice required to be sent pursuant to this section shall be to District's address as shown in the Notice to Contractors Calling for Bids.

c. Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice. All Certificates of Insurance provided by Contractor shall name District, the architect, and architect's consultants as additional insured.

d. After receiving written Notice of Cancellation of Insurance, Contractor shall have ten (10) days to provide other policies of insurance similar to the canceled policies and acceptable insurance. If such replacement coverage is not provided, the District may secure insurance at the Contractor's expense.

e. Nothing contained in the insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from operations under this agreement.

**Article 24. INDEMNIFICATION**

District shall not be liable for, and Contractor shall defend and indemnify District to the fullest extent permitted by law against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees, expert witness fees, investigation costs and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have not obligation to indemnify District from a Claim a court of competent jurisdiction determines that the active negligence, sole negligence, or willful misconduct of District or its agents or employees caused such Claim.

**Article 25. LAWS AND REGULATIONS**

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

b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 USC 12101 et seq.). Installations of equipment and other devices shall be in compliance with ADA regulations.

**Article 26. PERMITS AND LICENSES**

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

## Article 27. INSPECTION FEES FOR PERMANENT UTILTIES

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water and irrigation shall be paid for by District. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by District. Contractor may either request reimbursement from District for such fees, or obtains the funds from District prior to paying such fees.

## Article 28. EASEMENTS

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

## Article 29. SURVEYS

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

## Article 30. EXCISE TAXES

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

## Article 31. PATENTS, ROYALTIES, AND INDEMNITIES

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

## Article 32. MATERIALS

a. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintending, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time.

b. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality.

c. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as r e q u i r e d .

Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

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

## Article 33. SUBSTITUTIONS

a. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer such specification shall be deemed to be used for the purpose of facilitating description of material, process, or article desired and shall be deemed to be followed by the words "or equal," and Contractor may, unless otherwise stated, offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified. If material, process, or article offered by Contractor is not, in opinion of architect, substantially equal or better in every respect to that specified, then Contractor shall furnish material, process, or article specified. Burden of proof as to equality of any material, process, or article shall rest with Contractor.

b. In accordance with Public Contract Code Section 3400, “prior to the award of the contract”, district must provide for “submission of data substantiating a request for a substitution of an equal item. Therefore, no later than five (5) days prior to bid date, if a bidder is requesting substitution of “an equal” item or product or work, the make and grade of the item, product or work which is to be substituted shall be provided to the District’s representative. The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information which describes the substituted item or product or work and substantiates that it is an “or equal” to the specified item or product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the contract price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a signed affidavit from the Contractor stating that the substituted item or product or work is equivalent to the specified item or product or work

in every way except as listed on the affidavit. Failure to submit all needed substantiating data, including the signed affidavit, may result in a determination that the bid is non-responsive. BIDDERS ARE SPECIFICALLY NOTIFIED THAT THE SUBMISSION OF THIS DOCUMENTATION IN NO WAY OBLIGATES THE DISTRICT OR ITS REPRESENTATIVE TO REVIEW SUCH DOCUMENTATION PRIOR TO CONTRACT AWARD. FUTHERMORE, IF A PROPOSED SUBSTITUTION IS REJECTED, BIDDER SHALL BE RESPONSIBLE TO PROVIDE THEITEM OR PRODUCT OR WORK AS ORIGINALLY SPECIFIED. DISTRICT HAS THE COMPLETE AND SOLE DISCREPTION TO DETERMINE IF AN ITEM OR ARTICLE IS AN EQUAL ITEM.

After award of the contract, should the District determine in its sole discretion that substitution of an item or product is reasonable and necessary or reasonable and appropriate, the Contractor shall submit any substitution requests together with all data required to substantiate that the substituted product or item is an “or equal” to the specified product or item. The make and grade of the item, product or work which to be substituted shall be provided to the District’s representative. The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information which describes the substituted item, product or work and substantiates that it is an “or equal” to the specified item, product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the contract price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include signed affidavit from the Contractor stating that the substituted product is equivalent to the specified product or item in every way except as listed on the affidavit. Failure to submit all the needed substantiating data, including the signed affidavit, to the District’s representative or Architect in a timely fashion so that the substitution can be adequately reviewed and considered prior to any necessity for its use or applicable may result in the rejection of the proposed substitution. The District’s representative or Architect is not obligated to review multiple substitution submittals for the same product or item due to the Contractor’s failure to submit a complete package at time of submission of bid documents or in a timely manner after award of contract.

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

**Article 34. SHOP DRAWINGS**

a. Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in Contractor’s own work or in that of any other Contractor, subcontractor, architect, other independent contractor or worker on the Project, three (3) copies of all shop or setting drawings, schedules, and materials list, and all other submittals in accordance with other provisions of the contract required for the work of various trades. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to architect. Each signed submittal shall affirm that the submittal meets all the requirements of the contract documents except as specifically and clearly noted and listed on the cover sheet of the submittal.

b. Contractor shall advise District immediately, if architect has not checked and approved with reasonable promptness, such schedules and drawings for conformance with design concept of project and compliance with information given in contract documents. Contractor shall make any corrections required by architect, file with architect three (3) corrected copies, and furnish such other copies as may be needed for construction. Architect's approval of such drawings or schedules also shall not relieve Contractor from responsibility for deviations from drawings or specifications unless Contractor has in writing called architect's attention to such deviations at time of submission and has secured architect's written approval. Architect's approval of such drawings and schedules also shall not, nor shall it relieve Contractor from responsibility for errors in shop drawings or schedules. For purposes of this section "reasonable promptness" shall mean such reasonable promptness as to cause no delay in the work or in the activities of the District, Contractor or separate contractors, while allowing sufficient time in the architect's professional judgment to permit adequate review. In contracts in excess of 41 million, "reasonable promptness" shall mean such reasonable promptness as to not affect the critical path.

**Article 35. SUBMITTALS**

a. Contractor shall furnish for approval, within fourteen (14) days following award of contract, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in specifications. Such log shall indicate whether samples will be provided as specified and in accordance with other provisions of this contract.
b. Contractor will provide samples and submittals, together with catalogs and supporting data required by architect/District within a reasonable time period so as not to cause delays on the project.

c. This provision shall not authorize any extension of time for performance of this contract. Architect/District will check and approve such samples, only for conformance with design concept or work and for compliance with information given in contact documents. Work shall be in accordance with approved samples. District/Architect's action will be taken within fourteen (14) calendar days after receiving such samples and submittals. If in the District's judgment, fourteen days is an insufficient amount of time to permit adequate review, District shall, within the initial fourteen (14) day period, notify the Contractor of the amount of time that will be required to respond.

d. If the Architect's/District's response results in a change in the project, then such change shall be effected by a written change order.

**Article 36. CLOSEOUT SUBMITTALS**

The Contractor shall be responsible for the timely delivery of the technical manuals, warranties and guarantees as required in the technical specifications. The final payment will not be made until the District's representative has had an opportunity to review and accept the required documents.

**Article 37. COST BREAKDOWN AND PERIODICAL ESTIMATES**

Contractor shall furnish on forms approved by District: (pricing will be on job estimates)

a. Within ten (10) days of award of contract a detailed estimate giving complete breakdown of contract price; and
b. A periodical itemized estimate of work done for purpose of making partial payments thereon;
c. Within ten (10) days of request by District, a schedule of estimated monthly payments, which shall be due contractor under the contract.

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

**Article 38. PAYMENTS AND RETENTION**

a. Each month as soon as practicable after receipt of approved periodical estimate for partial payment, but in order to avoid the payment of interest, in any event within thirty (30) days of receipt of such periodical estimate, there shall be paid to Contractor a sum equal to ninety percent (90%) of the value of work performed up to the last day of the previous month, less the aggregate of previous payments. Upon receipt of a payment request, the District shall as soon as practicable determine whether the payment request is proper. If the request is determined not be a proper payment request suitable for payment, it shall be returned to the Contractor as soon as practicable within seven days after receipt and shall be accompanied by a statement in writing as to the reasons why the payment request is not proper. Monthly payments shall be made only on the basis of monthly estimates, which shall be prepared by Contractor on a form approved by District and filed before the fifth of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release Contractor or any bondsman from damages arising from such work or from enforcing each and provision of this contract and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning work or any portion thereof given by the District or Architect shall remain un-complied with.

b. The final payment of ten percent (10%) of the value of work done under this contract, if unencumbered, shall be made within sixty (60) days after the date of completion of the work, provided however, that in the event of a dispute between the District and the Contractor, the District may withhold from the final payment an amount not to exceed one hundred and fifty percent (150%) of the disputed amount. Completion means any of the following as provided by Public Contract Code section 7107:

    1. The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, start up, or commissioning, by the public agency, or its agent, accompanied by cessation of labor on the work of improvement.

    2. The acceptance by the public agency, or its agent, or the work of improvement.

    3. For purposes of this contract, the acceptance by the District means acceptance made only by an action of the governing body of District in session. Acceptance by Contractor of said final payment shall constitute a waiver of all claims beyond the control of the Contractor.

4. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 100 days or more, due to factors beyond the control of the contractor.

5. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 days or more, if the public agency files for record a notice of cessation or a notice of completion.

c. This contact is subject to the provisions of Public Contract Code section 7107.

d. At any time after fifty percent (50%) of the work has been completed, if the District, by action of its governing body, finds that satisfactory progress is being made, District may make any of the remaining payments in full for actual work completed or may withhold any amount up to ten percent (10%) thereof as District may find appropriate based on the Contractor's progress.

e. Whenever any part of the work is in a condition suitable for use, and the best interest of the District requires such use, the District may take possession of, connect to, open for public use, or use a part thereof. When so used, maintenance and repairs due to ordinary wear and tear or vandalism will be made at District's expense. The use by the District is contemplated in this section shall in no case be construed as constituting acceptance of the work or any part thereof. Such use shall neither relieve the Contractor of any of its responsibilities under the Contract nor act as a waiver by the District of any of the conditions thereof. Contractor shall continue to maintain all insurance, including Builder's Risk insurance, on the project.

**Article 39. PAYMENTS WITHHELD**

a. In addition to amount which District may retain under any and all other articles in this Contract including those entitled "Payments," and "Time for Completion and Liquidated Damages", District may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in District's judgment may be necessary tocover:

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

2. Defective work not remedied.

3. Failure of Contractor to make proper payments to its subcontractor or for material or labor.

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

5. Damage to another contractor.

6. Amounts which may be due District for just claims against Contractor.

7. Failure of Contractor to keep the record ("as-built") drawings up to date.

8. Failure to provide update on construction schedule as required by Article 7 hereof.

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

**Article 40. CHANGES AND EXTRA WORK**

a. **Changes in Work**. District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, contract sum being adjusted accordingly. All such work shall be executed under conditions of original contract except that any claim for extension of time caused thereby shall be adjusted at time of ordering such change.

b. In giving instructions, architect shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with purposes of building. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from District, and no claim for addition to contract sum shall be valid unless so ordered.

c. **Unforeseen Conditions**. Contractor shall provide District with notice of unforeseen conditions immediately upon discovery of such conditions.

d. Value of any such extra work, change, or deduction shall be determined at the discretion of District in one or more of the following ways:

1. By acceptable lump sum proposal from Contractor with itemization as required by District.

2. By unit prices contained in Contractor's original bid and incorporated in contract documents or fixed by subsequent agreement between District and Contractor.

3. By cost of material and labor and percentage for overhead and profit. Following form shall be followed as applicable for additions and deductions to contract:

| | | EXTRA | CREDIT |
|---|---|---|---|
| (a) | Material (attach itemized quantity and unit cost plus sales tax) | _____ | _____ |
| (b) | Labor (attach itemized hours and base rates identified prevailing wage schedules) | _____ | _____ |
| (c) | General Liability and **Builder's Risk** Insurance, Workers' Compensation Insurance, Social Security Pension and Unemployment Taxes at actual and verified cost. **(Do not include this amount if OCIP is in place)** | _____ | _____ |
| (d) | SUBTOTAL | _____ | _____ |

| | | | |
|---|---|---|---|
| (e) | Subcontractor's overhead and profit, not to exceed 10% of Item (d) | _____ | _____ |
| (f) | SUBTOTAL | _____ | _____ |
| (g) | General Contractor's overhead and profit, including extended home office overhead, not to exceed 10% of item (d) | _____ | _____ |
| (h) | SUBTOTAL | _____ | _____ |
| (i) | Bond Premium, not to exceed 1% of Item (h) | _____ | _____ |
| (j) | TOTAL | _____ | _____ |

e. Regardless of whether the cost of the change order is determined pursuant to 1, 2, or 3 above, in additional to the cost of the material and labor for deleted items. Contractor shall credit back an appropriate and reasonable overhead mark-up and the bonding mark up for deleted items.

f. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation (i) obligates the District to pay additional compensation to the Contractor; (ii) or obligate the District to grant an extension of time for the completion of the contract; or (iii) constitutes a waiver of any provision in the contract, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN FIVE (5) WWORKING DAYS FROM THE DATE THE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE DISTRICT WITH SUFFIECIENT WRITTEN DOCUMENTAION SUPPORTING THE FACTUAL BASIS OF THE CLAIM. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. The Contractor's failure to notify the District within such five (5) working day period shall be deemed a waiver and relinquishment of the claim against the District. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in this article.

g. In the event a mutual agreement cannot be reached on the cost of a change order, Contractor and District agree that an industry estimating guide, such as an estimating guide published by Means, shall be used to determine the cost of a disputed change order item.

h. All costs associated with the change are to be included in the change order proposal to the District. Costs may be in terms of time, money or both.

**Article 41. DEDUCTIONS FOR UNCORRECTED WORK**

If District deems it not expedient to correct work injured or done not in accordance with contract, an equitable deduction from contract price shall be made therefor.

**Article 42. PAYMENTS BY CONTRACTOR**

Contractor shall pay:

a. For all transportation and utility services not later than the 20th day of the calendar

month following that in which such services are rendered,

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

c. To each of its subcontractors, not later than the 5th day following each payment to Contractor, the respective amounts allowed Contractor on account of work performed by respective subcontractor to the extent of such subcontractor's interest therein.

**Article 43. CONTRACTOR'S SUPERVISION**

a. Unless personally present on premises where work is being done, Contractor shall keep on the work, during its progress, a competent superintendent satisfactory to District. Superintendent shall not be changed except with consent of District unless superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ. Superintendent shall represent Contractor in its absence and all directions given to superintendent shall be as binding as if given to Contractor. Other directions shall be so confirmed on written request in each case.

b. Contractor shall give efficient supervision to work, using its best skill and attention. Contractor shall carefully study and compare all drawings, specifications, and other instructions and shall at once report to architect any error, inconsistency or omission which Contractor may discover, but Contractor shall not be liable to District for any damage resulting from any errors or deficiencies in contract documents or other instructions by architect.

**Article 44. INSPECTOR'S FIELD OFFICE**

a. Contractor shall provide for the use of inspector a temporary office of not less than seventy-five square feet of floor area to be located as directed by inspector and to be maintained until District authorizes removal. Office shall be of substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key-type lock or padlock hasp. The inspector's field office shall have heating and air-conditioning and shall be equipped with a telephone, a telephone answering machine, and a fax machine at Contractor's expense.

b. Contractor shall provide a table satisfactory for study of plans and two chairs. Contractor shall provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.

c. The provisions of this section are intended to be complementary to any requirements provided elsewhere in these contract documents, however in the event of conflicts between this section and other provisions of these contract documents, this section shall prevail.

**Article 45. DOCUMENTS ON WORK**

a. Contractor shall keep one copy of all contract documents, including addenda, change orders, and Division I, Title 21 of the California Code of Regulations, Parts 1-5 and 12 of Title 24 of the California Code of Regulations, which is a part of contract documents, on job at all times. Said documents shall be kept in good order and available to architect and its representatives.

Contractor shall be acquainted with and comply with the provisions of said Titles 21 and 24 as they relate to this project. (See particularly Duties of the Contractor, Title 24 California Code of Regulations, section (4-343). Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to this project, particularly Titles 17, 19, 21 and 24.

b. Contractor shall also make available all books, records, accounts, contracts, bids, etc. Upon request of District.

## Article 46. RECORD ("AS BUILT") DRAWINGS

a. Contractor shall maintain a clean, undamaged set of contract drawings and shop drawings. In addition to maintaining one complete set of record drawings (herein referred to as "as-builts"). Contractor shall require each trade to do its own as-builts. Contractor shall mark the set to show the actual installation where the installation varies from the work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and accurately where shop drawings are used, record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of the work.

b. Contractor shall note related change order numbers where applicable. Contractor shall organize record drawing sheets into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set.

c. At the end of the project, the Contractor shall provide the district's representative with a complete set of as-built drawings. The complete set shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversation to electronic media. Graphic quality must be equal to clean and clear original drawings; the District's representative or architect shall determine adequacy of the drawings. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire, alarm, gas and plumbing.

## Article 47. UTILITY USAGE

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

b. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charge required for completion of the project.

c. All permanent meters installed shall be listed in the Contractor's name until completion occurs, as defined in Article 6 hereof, at which time further pro-rating will be determined if necessary. When District begins using the project; charges over and above power actually used for construction will be the responsibility of the District.

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

## Article 48. SANITARY FACILITIES

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

## Article 49. TRENCHES

If the contract price exceeds $25,000, the Contractor shall submit to the District or a registered civil or structural engineer employed by the District a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from the shoring system standards established by the Construction Safety Orders, a registered civil or structural engineer shall prepare the plan. No excavation of such trench or trenches shall be commenced until said plan has been accepted by District or the person to whom authority to accept has been delegated by District.

## Article 50. PROTECTION OF WORK AND PROPERTY

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

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

c. 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.

d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto, and repair any damage thereto caused by construction operations. Contractor shall:

    1. Enclose working area with a substantial barricade, arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular school

activities, and perform work, which may interfere with school routine before or after school hours. (This subsection applies to new construction on existing sites.)

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

3. Deliver materials to building area over route designated by architect.

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

5. Confine its apparatus, the storage of materials, and the operations of its workers to limits indicated by law, ordinances, permits, or directions of architect and shall not unreasonably encumber premises with its materials, and enforce all instructions of District and architect regarding signs, advertising, fires, danger signals, barricades, and smoking and require that all persons employed on work comply with all regulations while on construction site.

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

**Article 51. LAYOUT AND FIELD ENGINEERING**

The Contractor at this expense shall furnish all field engineering required for laying out this work and established grades for earthwork operations. Such work shall be done by a qualified civil engineer approved by the architect. Any required "as-built" drawings of site development shall be prepared by the approved civil engineer.

**Article 52. REMOVAL OF HAZARDOUS MATERIAL**

a. Since removal and/or abatement of Asbestos, PCBs and other toxic wastes and hazardous material is a specialized field of work with specializes insurance requirements, District shall contract directly for such specialized services, if required, and shall not require the Contractor to subcontract for such services.

b. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the District, inspector, and architect in writing. The work in the affected area shall no thereafter be resumed except by written agreement of the District and Contractor if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or PCB, or when it has been rendered harmless, by written agreement of the District and Contractor, or by arbitration under Article 71 hereof.

**Article 53. CUTTING AND PATCHING**

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

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

c. Contractor shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor save with consent of architect.

**Article 54. CLEANING UP**

Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by this work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

**Article 55. CORRECTION OF WORK BEFORE FINAL PAYMENT**

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

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

**Article 56. ACCESS TO WORK**

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

**Article 57. OCCUPANCY**

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

**Article 58. DISTRICT'S INSPECTOR**

a. If applicable, an inspector employed by District in accordance with requirements of Title 24 of the California Code of Regulations will be assigned to the work. Inspector’s duties are specifically defined in Part 1, Title 24, Section 4-342 of the California Code of Regulations.

b. All work shall be under observation of said inspector. Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish inspector reasonable facilities for obtaining such information as may be necessary to keep inspector fully informed respecting progress and manner of work and character of materials. Inspection of work shall not relieve

Contractor from any obligation to fulfill this contract. Inspector or architect shall have authority to stop work whenever provisions of contract documents are not being complied with and Contractor shall instruct Contractor's employees accordingly.

## Article 59. TESTS AND INSPECTIONS

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

b. Where such inspection and testing are to be conducted by an independent laboratory or agency, such materials or samples of materials to be tested shall be selected by such laboratory or agency, or District's representative, and not the Contractor.

c. In advance of manufacture of materials to be supplied by Contractor under the contract, which by the terms of the contract must be tested, Contractor shall notify District in advance so that District may arrange for testing of same at the source of supply. Any materials shipped by Contractor from the source of supply prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from District's representative that such testing and inspection will not be required, shall not be incorporated into the work without the prior approval of District and subsequent testing and inspection.

d. Re-examination of questioned work may be ordered by District. If so ordered, Contractor must uncover work. If such work is found to be in accordance with the contract documents, District shall pay the costs of re-examination and replacement. If such work is found not to be in accordance with the contract documents, Contractor shall pay such costs.

## Article 60. SOILS INVESTIGATION REPORT

Except as provided in Article 68, when a soils investigation report obtained from test holes at the site is available, such report shall not be a part of this contract. Any information obtained from such report or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, and does not form a part of the contract. Contractor is required to make a visual examination of site and must make whatever tests Contractor deems appropriate to determine the underground condition of the soil. Limited soil tests and subsurface investigations, if any, are available for review and consideration by Contractor and were conducted for the purpose of design only. Subsurface investigation information is made available by District solely as a matter of convenience and general information for Contractor. No representation is made by District or Architect that information provided is completely representative of all conditions and materials which may be encountered. If such a report is referenced in the contract documents for performance of the Work, such reference shall be to establish minimum requirements only. Further, District or Architect that information provided is solely adequate for purposes of construction makes no representation. District disclaims responsibility for interpretations by

Contractor of soil and subsurface investigation information, such as in protecting soil-bearing values, rock profiles, presence and scope of boulders and cobbles, soil stability and the presence, level and sequences necessary to achieve required characteristics of completed Work. Conditions found after execution of the Agreement to be materially different from those reported and provisions of the General Conditions of the Contract for unforeseen conditions shall govern which are not customarily encountered in the geographic area of the Work.

**Article 61. ARCHITECT'S STATUS**

a. In general and where appropriate and applicable, the architect shall be the District's representative during construction period and architect shall observe the progress and quality of the work on behalf of the District. Architect shall have the authority to act on behalf of District only to the extent expressly provided in the contract documents. After consultation with the Inspector and after using best efforts to consult with the District, the architect shall have authority to stop work whenever such stoppage may be necessary in the reasonable opinion of the architect to insure the proper execution of the contract.

b. Contractor further acknowledges that the architect shall be, in the first instance, the judge of the performance of this contract.

**Article 62. ARCHITECT'S DECISIONS**

Contractor shall promptly notify District in writing if the architect fails within a reasonable time, make decisions on all claims of the District of Contractor and on all other matters relating to the execution and progress of the work.

**Article 63. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

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

**Article 64. LABOR/EMPLOYMENT SAFETY**

The Contractor shall maintain emergency first aid treatment for its employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 et seq.).

**Article 65. NOTICE OF TAXABLE POSSESSORY INTEREST**

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

**Article 66. ASSIGNMENT OF ANTITRUST ACTIONS**

Contractor or subcontractor offers and agrees to assign to District all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 USC, section 15) or under the Cartwright Act (chapter 2 (commencing with section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this contract or any subcontract. This assignment shall be made and become effective

at the time District tenders final payment to the Contractor, without further acknowledgment by the parties.

**Article 67. SUBSTITUTION OF SECURITY**

a. Upon the Contractor's request, the District will make payment of funds withheld from progress payments to ensure performance under the contract pursuant to the requirements of Public Contract Code section 22300 if the Contractor deposits in escrow with the District or with a bank acceptable to the District, securities eligible for investment under Government Code Section 16430 or bank or savings and loan certificates of deposit, or other security mutually agreed to by the Contractor and the District, subject to the following conditions.

1. The Contractor shall bear the expense of the District and the escrow agent, either the District or the bank, in connection with the escrow deposit made.

2. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.

3. The Contractor shall enter into an escrow agreement satisfactory to the District, which agreement shall include provisions governing inter alai:

(a) The amount of securities to be deposited,

(b) The providing of powers of attorney or other documents necessary for the transfer of the securities to be deposited,

(c) Conversion to cash to provide funds to meet defaults by the Contractor, including, but not limited to, termination of the Contractor's control over the work, stop notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the contract,

(d) Decrease in value of securities on deposit,

(e) The termination of the escrow upon completion of the contract.

4. The Contractor shall obtain the written consent of the surety to such agreement.

5. As an alternative to Contractor depositing into escrow securities of a value equivalent to the amounts of retention to be paid to the Contractor, upon Contractor's request District will make payment of retentions earned directly to the escrow agent at the expense of Contractor pursuant to and in accordance with Public Contract Code Section 22300.

**Article 68. EXCAVATIONS DEEPER THAN FOUR FEET**

If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following shall apply:

a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

1. Material that the Contractor believes may be material that is hazardous waste, as

defined in section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those indicated.

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

b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.

c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the 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 this contract, but shall proceed with all work to be performed under the contract. A Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties. (Public Contract Code Section 7104)

## Article 69. COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION

a. Contractor shall be required to comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (the "Permit") for all construction activity which results in the disturbance of in excess of five acres of total land area or which is part of a larger common area of development or sale. District shall be responsible for filing the Notice of Intent and for obtaining the Permit. A copy of the Permit and supporting rules and orders by the State Water Board is on file with the District. District shall provide a draft of the Storm Water Pollution Prevention Program (SWPPP) for the project to contractor at least two weeks prior to the opening of bids. It shall be contractor's responsibility to evaluate the cost of compliance with the SWPPP in bidding on this contract. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the contract amount.

b. Contractor shall be responsible for implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by Permit. Contractor shall provide copies of all reports and monitoring information to District.

c. Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

d. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby

agrees to indemnify and hold harmless District, its officers, agents, and employees from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officers, agents, and employees may sustain or incur for noncompliance with the Permit arising out of or in connection with the project, except for liability resulting from the negligence or willful misconduct of District, its officers, agents or employees. District may seek damages from contractor for delay in completing the contract in accordance with Article 6 hereof, caused by contractor's failure to comply with Permit.

**Article 70. RESOLUTION OF CONSTRUCTION CLAIMS OF $375,000 OR LESS**

a. For public work claims of $375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.1 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply (“Article 1.5”).

b. For purposes of Article 1.5, "public work" has the same meaning as in sections 3100 and 3106 of the Civil Code. "Claims" means a separate demand by contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

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

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

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

f. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (article 3 [commencing with section 2016] of chapter 3 of title 3 or part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

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

h. Any arbitration, mediation or other forms of alternate dispute resolution shall be handled within the boundaries of the District unless otherwise mutually agreed.

**Article 71. RESOLUTION OF CONSTRUCTION CLAIMS IN EXCESS OF $375,000**

a. If a dispute in excess of a total value of $375,000, arises out of, or relates to this contract, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree that as a condition precedent to the initiation of litigation, the dispute shall first be submitted to mediation pursuant to this Article 70. The mediation is voluntary, non-binding, and intended to provide an opportunity for the parties to evaluate each other’s cases and arrive at a mutually agreeable resolution of the dispute. These provisions relating to voluntary mediation shall not be construed or interpreted as mandatory arbitration.

b. Either party may initiate mediation by notifying the other party or parties in writing. A Request for Mediation shall contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those, if any, who will represent them in the mediation.

c. The mediation process set forth in this section shall be administered by the American Arbitration Association (AAA) and governed by their rules in effect at the time of filing, or by any other neutral organization agreed to by the parties (hereinafter called "Administrator").

d. The costs for all mediation, including the administrative fees and mediator compensation, will be shared equally by all parties. All parties shall jointly negotiate fees directly with the Administrator. The shared costs are estimated at $1,500 or less for claims up to $60,000 and
$3,000 or less for claims over $60,000. If all parties agree, then the mediation costs may increase as required for resolution of the dispute. The party producing such witnesses shall pay the expenses of witnesses for any party.

e. A single mediator, acceptable to all parties, shall be used to mediate the dispute. The mediator will be knowledgeable in construction matters and will be selected from lists furnished by the Administrator. The initial mediation session shall commence within thirty (30) days of filing, unless otherwise agreed by the parties, or at the direction of the mediator.

f. At least ten (10) days before the first scheduled mediation session, each party shall provide the mediator a brief memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the mediator, the parties may mutually exchange such memoranda. At the first session, the parties will be expected to produce all information reasonably required for the mediator to understand the issue presented. The mediator may require each party to supplement such information.

g. Mediation hearings will be conducted in an informal manner and discovery will not be allowed unless agreed to by all parties. All discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose as they relate to either party's legal position. There shall be no stenographic record of the mediation.

h. Mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator. The parties may have an attorney present and shall advise the other parties no less than five (5) working days before the mediation of their intent to have an attorney present, so that the other parties may also have their attorneys present.

i. The mediator does not have authority to impose a settlement on the parties but will attempt to assist the parties in reaching a satisfactory resolution of their dispute. The mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the mediator or the parties, as the mediator shall determine.

j. The mediator is authorized to end the mediation whenever, in the mediator's judgment, further efforts at mediation would not contribute to a resolution of the dispute between the parties.

k. Any resultant agreements from mediation shall be documented in writing, as agreed upon during the mediation, and may be used as the basis for a change order or other directive as appropriate. All mediation results and documentation shall be non-binding and inadmissible for any purpose in any legal proceedings, unless all parties otherwise agree such admission in

writing. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery in subsequent proceedings.

l. The Mediation shall be terminated by the execution of a Settlement Agreement by the parties; by a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or by a written declaration of a party or parties to the effect that the Mediation proceedings are terminated.

m. If mediation is unsuccessful in resolving the dispute, the parties thereafter may agree to submit the matter to the Administrator for binding arbitration. The parties agree that the matter shall be submitted to one (1) arbitrator, unless they agree to three (3) arbitrators in writing. The parties further agree that they will faithfully observe this agreement, and that the parties will abide by and perform any award rendered by the arbitrator(s), that a judgment of a court having competent jurisdiction may be entered upon the award, and that such judgment shall be enforceable as a final judgment to the fullest extent under the law. The parties agree to split evenly all arbitration and arbitrator(s)' fees and expenses. The arbitration shall be subject to, and proceed in accordance with California Code of Civil Procedure, Section 1280 through 1294.2 if the parties do not agree to submit to binding arbitration, neither party is prevented from pursuing other legal remedies.

n. Any arbitration, mediation or other forms of alternate dispute resolution shall be handled within the boundaries of the District unless otherwise mutually agreed.

**Article 72. GOVERNING LAW AND VENUE**

This Contract shall be governed in accordance with the laws of the State of California and venue shall be in San Diego County.

**Article 73. FINGERPRINTING**

District Determination of Fingerprinting Requirement Application is set for in the Special Conditions.

(a) Contracts for Construction, Re-construction, Rehabilitation or Repair of a School Facility Involving More than Limited Contact with Students.

If the District determines based on the totality of the circumstance concerning the Project that the Contractor and Contractor's employees are subject to the requirements of Education Code section 4515.2 pertaining to Contracts for construction, re-construction, rehabilitation or repair of a school facility because they will have contact other than limited contact with pupils, by execution of the Agreement/Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, re-construction, rehabilitation, repair of a school facility where the Contractor and/or Contractor's employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation. In accordance with Education Code section 45125.2 the Contractor shall, at Contractor's own expense, (a) install a physical barrier to limit contact with students by Contractor and/or Contractor's employees, or (b) provide for the continuous supervision and monitoring of the Contractor and/or Contractor's employees by an employee of the Contractor who has received fingerprint clearance from the

California Department of Justice, or (c) provide for the surveillance of the Contractor and Contractor's employees by a District employee.

(b) Contracts for Construction, Re-construction, Rehabilitation or Repair of a School Facility Involving **Only Limited Contact with Students.**

If the District determines based on the totality of the circumstances concerning the Project that the Contractor and Contractor's employees are subject to the requirement of Education Code section 45125.2 pertaining to Contracts for construction, re-construction, rehabilitation or repair of a school facility because they will have only limited contact with pupils, by execution of the Agreement/Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, re-construction, rehabilitation or repair of a school facility involving only limited contact with students. Accordingly, the parties agree that the following conditions apply to any work performed by the Contractor and/or Contractor's employees on a school site: (1) Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Contractor and Contractor's employees shall inform school office staff of their proposed activities and location at the school site: (3) Once at such location Contractor and/or Contractor's employees shall not change locations without contacting the school office; (4) Contractor and Contractor's employees shall not use student restroom facilities; and (5) If Contractor and/or Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

## Article 74. COMPLIANCE WITH DTSC GUIDELINES – IMPORTED SOILS

If the project requires the use of imported soils, the Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code. The District reserves the right to reject any imported material that has come from agricultural or commercial land uses. Contractor must notify the District of the source of material and comply with the San Diego Regional Water Quality Control Board Resolution 95-63 and when applicable, with the guidelines of the Department of Toxic Substance Control (DTSC).

## Article 75. NO ASBESTOS

a. The Contractor will be required to execute and submit a Certificate Regarding Non-Asbestos Containing Materials.

b. Should asbestos containing materials be installed by the Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria;

    1. Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA)

2. The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.

3. The asbestos consultant shall be chose and approved by the District which shall have sole discretion and final determination in this matter.

4. The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

c. If removal of asbestos containing materials is part of the project, the cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs that may be incurred by the District shall be borne entirely by the Contractor.

d. Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the Contractor at its own risk and at its own discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Agreement, the Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Governing Board, employees, agents, representatives, including its architect and assigns, for all asbestos liability which may be associated with this work. The Contractor further agrees to instruct its employees with respect to the above-mentioned standards, hazards, risk and liabilities.

**END OF GENERAL CONDITIONS DOCUMENT**

# SPECIAL CONDITIONS

A. **Time of Performance:** The work shall be commenced on the date stated in the District's notice to the Contractor to proceed (which date will be not less than five (5) consecutive calendar days from and after the date of execution of the contract) and shall be completed in accordance with the scheduled dates as specified below. District and Contractor each hereby stipulate that the stated performance period is accepted as reasonable and that no other performance period shall be acceptable unless accepted in writing (Article 6 of General Conditions.)

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

1. The anticipated date of award of the contract is **June 1, 2018**

2. Contractor shall complete all work and obtain all jurisdictional authorities' approval necessary to permit staff occupancy of all buildings for fixturing and outfitting no later than **July 27, 2018**.

3. Contractor shall complete all work and obtain all jurisdictional authorities' approval of work under this contract necessary to permit occupancy of all buildings by students and staff for classroom and school operations no later than **July 27, 2018.**

4. If the site will not be available after the Notice to Proceed date, Contractor shall utilize this time period for administrative tasks and initial mobilization and shall coordinate such activities with District.

5. Work must be performed between the hours of 6:00 am to 4:30 pm, Monday through Thursday. No work will be allowed on Fridays for this project.

B. **Liquidated Damages.** If work under this contract is not ready for the intended use within the specified time period, the agreed liquidated damages established in Article 6 of the General Condition is Five Hundred Dollars ($500.00) per day for each calendar date completion is delayed.

C. **Documents Furnished.** All documents will be available in electronic format. Should it be requested, the number of copies of drawings and specifications to be furnished to Contractor free of charge, per Article 3 of the General Conditions is one (1),

D. **Bonds.** Contractor shall provide (i) a bid bond in the amount of ten (10%) of the contract price, (ii) a payment bond in the total amount of bid or as specified in the Information to Bidders; and (iii) a performance bond in the amount of one hundred percent (100%) of the contract price or as specified in the Information for Bidders.

E. **Executed Copies.** The number of executed copies required of the Agreement (2), the Performance Bond (1), and the Payment Bond (1) for Public Works.

F. **License Classification.** Each bidder shall be a licensed Contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: **C-39 - Roofing**.

G. **Insurance.** Refer to the Insurance Requirements Form on the following page.

H. **Fingerprinting:** Pursuant to the provision of **Article 73 of the General Conditions: The District has considered the totality of the circumstances concerning the Project and has determined that the Contractor and Contractor's employees,**

**a. _____are subject to the requirements of Education Code section 45125.2 and Paragraph (a) of Article 72 of the General Conditions.**

**b. _____are not subject to the requirements of Education Code section 45125.2 and are subject to Paragraph (b) of Article 72 of the General Conditions.**

## I. INSURANCE

As provided in General Conditions, Contractor shall procure and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain either:

Comprehensive General Liability
Insurance with a combined single limit per
occurrence
of not less than….....$ 2,000,000

**OR**

Comprehensive General Liability Insurance and Property Damage Insurance (including automobile insurance) which provides
limits of not less than:

(a) Per occurrence (combined single limit)….....$ 1,000,000

(b) Project Specific Aggregate (for this project only)….....$ 1,000,000

(c) Products/Completed Operations….....$ 1,000,000

(d) Personal & Advertising Injury Limit….....$ 1,000,000

**AND**

**Builder's Risk (or Course of Construction Coverage) Applicable/Fire Insurance**
(See Article 22) Project Replacement Value at …….100%

**Insurance Covering Special Hazards**: Following special hazards shall be covered by riders or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance, in amounts as follows:

| | |
|---|---|
| Automotive and truck where operated in amounts | $1,000,000 |
| Material hoist where used in amounts | $1,000,000 |
| Explosion, collapse & Underground (XCU) coverage | $1,000,000 |
| Excess Liability Insurance coverage in amounts | $1,000,000 |

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

**END OF SPECIAL CONDITIONS**

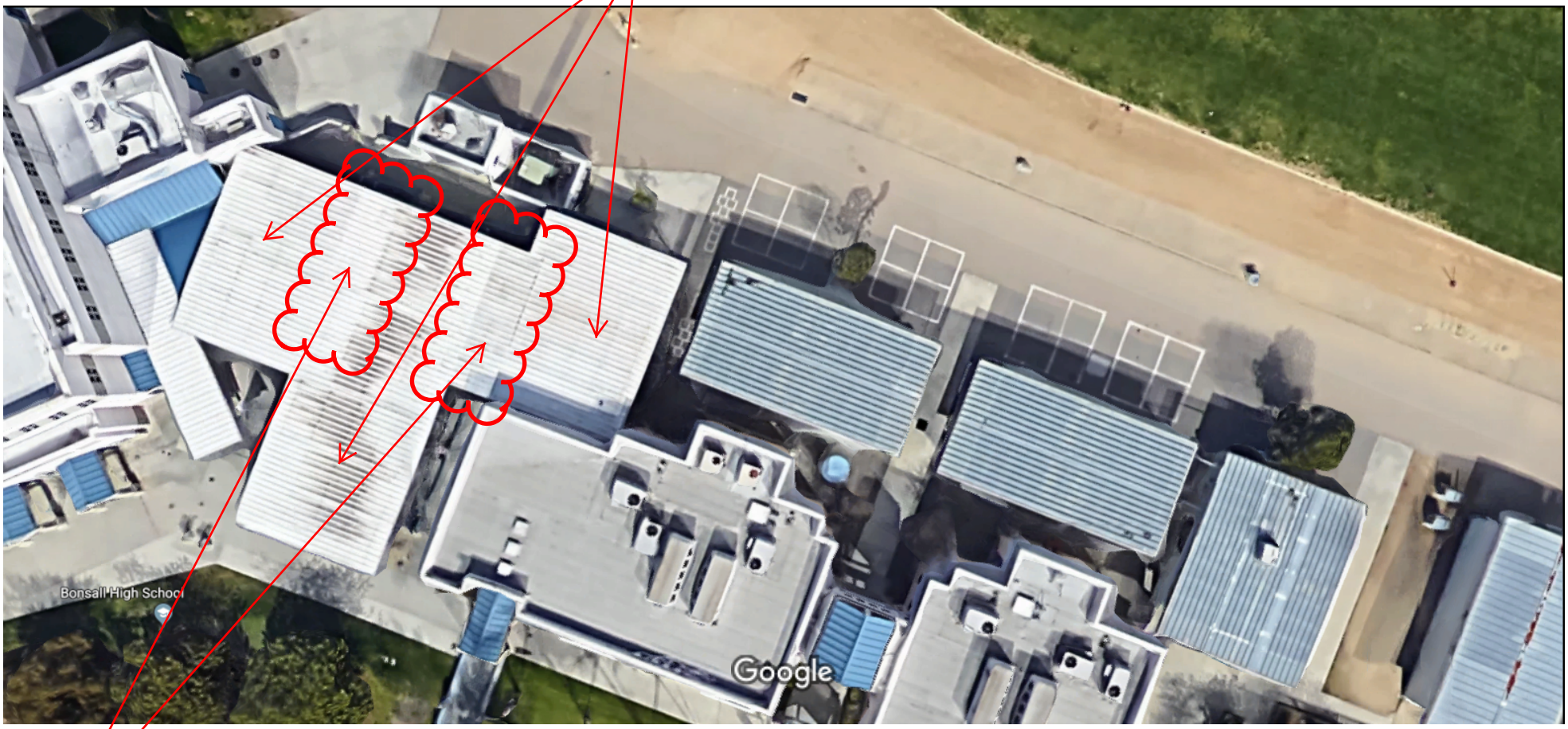
Repair Metal Panel Roofing Scope of Work
Site – Sullivan Middle School

Scope of Work

1. Refer to included sketch. The area of repair is the metal panel roofing covering the lunch court area between the Library Building and the Multi-Purpose Building located at the Sullivan Middle School campus
2. Scope of Work includes but is not limited to:
    a. Remove and replace damaged metal roofing panels with new metal roofing panels where shown (clouded) on the sketch. Match existing roofing panels for form and finish. There are two areas approximately 5’ x 35’ each, typ. of 2.
    b. Inspect all metal roofing panels and report all areas in need of remediation.
    c. Protect all adjacent surfaces from damage.
    d. Responsible for safety of personnel during construction
    e. Responsible for all cleanup and haul off of all debris and excess materials
    f. Daily cleanup – broom clean
    g. Final cleanup – broom clean

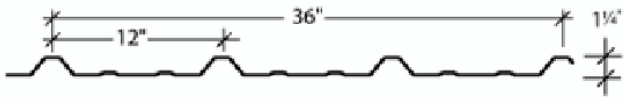
Google Maps

1. Existing High Rib Metal Panel Roofing over Lunch Court
2. Metal roof panels are supported by a bolted, metal C-channel structure
3. No work to supporting structure




Imagery ©2018 Google, Map data ©2018 Google 20 ft

1. Clouded areas show rusted holes through the metal roof looking from the underneath side of the roof
2. Field verify roof panels are 26 ga, high rib metal roof panels factory finished white - see similar profile panel
3. Areas to be cutout and replaced are approximately 5' x 35' each. Typ of 2.
4. Inspect entire roof area and report any other areas that require repair/ replacement
5. Provide per/SF unit pricing in bid response that will be used as the basis for change order requests.




This is a similar profile. Existing panels are 30"W, Rib height =2-1/4"