BID NUMBER JMMSFIELD-21/22

Joan MacQueen Middle School – Synthetic Turf Field Project

Bid Submittal / Opening Date: November 23, 2021 at 1:00 PM
San Diego County Office of Education
Maintenance & Operations, Building 2, Room 212
6401 Linda Vista Road
San Diego CA 92111

Event	Date
Advertisement Dates	10/26/2021 and 11/02/2021
Mandatory Job Walk	11/04/2021
Questions from Bidders Due (in writing)	11/12/2021 by 4:00 PM
Addendum(s) and Responses to Bidders	11/17/2021 by 4:00 PM
Bid Opening	11/23/2021 at 1:00 PM
Protest Deadline	11/29/2021 by 4:00 PM
Award of Bid at Board Meeting	12/15/2021
NTP & Contract Start Date	12/17/2021
Contract Completion Date	6/30/2021

MANDATORY PRE-BID CONFERENCE & SITE WALK

DATE: November 4, 2021 @ 10:00 A.M.

LOCATION: Joan MacQueen Middle School

ADDRESS: 2001 Tavern Rd
Alpine CA, 91901

TABLE OF CONTENTS

NOTICE INVITING BIDS
INFORMATION FOR BIDDERS
BID FORM
CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
BID BOND
DESIGNATION OF SUBCONTRACTORS
DESIGNATION OF DVBE SUBCONTRACTORS
INFORMATION REQUIRED OF BIDDERS
PROJECT PREQUALIFICATIONS OF BIDDERS
ASBESTOS-FREE MATERIALS CERTIFICATION
RECYCLED CONTENT CERTIFICATION
CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS
DRUG-FREE WORKPLACE CERTIFICATION
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION
NON-COLLUSION DECLARATION
IRAN CONTRACTING ACT CERTIFICATION
CONTRACT
PERFORMANCE BOND
PAYMENT BOND FOR PUBLIC WORKS
GENERAL CONDITIONS
SPECIAL CONDITIONS
TECHNICAL SPECIFICATIONS
PLANS AND DRAWINGS

NOTICE IS HEREBY GIVEN that San Diego County Superintendent of Schools, of San Diego County, California, hereinafter referred to as the SDCOE, will receive up to, but not later than **1:00 o'clock p.m. of the 23rd day of November, 2021** sealed bids for the award of contract;

Joan MacQueen MS – Synthetic Turf Field Project
JMMSFIELD-21/22

Bids shall be received in the Maintenance and Operations office, Building 2, Room 212, San Diego County Office of Education, 6401 Linda Vista Road, San Diego, CA 92111, and shall be opened and publicly read aloud at the above-stated time and place.

Project Estimate**: $575,000.00**

Description of Work: The project includes the excavation, removal and hauling of existing subbase materials; Scarifying and treatment of existing subbase; New and Existing Irrigation; Installation of underground storm drain system; Import of new base materials; Finish grading of new subbase in order to receive new Synthetic Turf System (installed by others); Site asphalt improvements and ADA upgrades.

Each bid must conform and be responsive to this invitation and the Contract Documents and all plans, specifications and any other documents comprising the pertinent Documents, copies of which are now on file and may be obtained after **October 26, 2021** at the link: http://webedit.sdcoe.net/business-services/facilities/Pages/Opportunities.aspx. Electronic plans are also available at the following plan room(s): AGC

A **MANDATORY** job walk site visit has been scheduled for **November 4, 2021 at 10:00 am** at the location provided below. All potential bidders must arrive by **10:15 am** or will be considered non-responsive.

All Questions and Requests for Clarification will only be accepted in writing via e-mail to ATTN: Eric Berg, Authority Project Manager, eric.berg@sdcoe.net and must be received no later than **4:00 p.m. November 12, 2021.**

Bids must be submitted on the Bid form provided by the SDCOE and included in the bid documents. Each bid must strictly conform with and be responsive to this Notice Calling for Bids, the Information for Bidders, and other Contract Documents. SDCOE reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

Except as provided in Public Contract Code Section 5100 *et seq*. no bidder may withdraw a bid for a period of sixty (60) calendar days after the opening of the bids.

Each bidder shall be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code. The bidders registration must remain active throughout the term of the contract.

Each bid shall be submitted on the bid form provided in the bid documents. Each bid shall be accompanied by a satisfactory Bid Bond executed by the bidder and Surety Company, or certified check, or cashiers check in favore of the Alpine Union School District, or cash, in an

amount equal to ten percent (10%) of the bid. Said Bid Bond shall be given to guarantee that the bidder will execute the Contract as specified.

In contracts involving expenditure in excess of $25,000.00, Civil Code section 3247(a), the successful bidder shall file a payment bond issued by an admitted Surety approved to conduct business in the State of California approved by Alpine Union School District in the form set forth in the contract documents.

The successful bidder will be required to provide both a performance bond and a separate payment bond, each in an amount equal to 100% of the total contract amount. The forms of the bonds are set forth in the Contract Documents and all bonds must be issued by a California-admitted surety as defined in California Code of Civil Procedure Section 995.120.

The class of California contractor's license(s) required in order to bid on and perform the contract for this Project is: "**A" - General Engineering Contractor**

MANDATORY PRE-BID CONFERENCE & SITE WALK

DATE: November 4, 2021 @ 10:00 AM

LOCATION: Joan MacQueen Middle School
2001 Tavern Road
Alpine, CA 91901

END OF DOCUMENT

INFORMATION FOR BIDDERS

1. DEFINITIONS

AUTHORITY: The Authority awarding this contract is the San Diego County Superintendent of Schools). **OWNER/PROJECT OWNER**: The Owner is the owner of the property receiving the improvement, in this case the Alpine Union School District.

2. AVAILABILITY OF CONTRACT DOCUMENTS

Bids must be submitted to the Authority on the Bid Forms which are a part of the Bid Package for the Project. Contract Documents may be obtained from http://webedit.sdcoe.net/business-services/facilities/Pages/Opportunities.aspx. at the time(s) indicated in the Notice Inviting Bids. Any applicable charges for the Contract Documents are outlined in the Notice Inviting Bids.
As required by Public Contract Code Section 20103.7, the Authority shall also make an electronic version of the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids.

3. EXAMINATION OF CONTRACT DOCUMENTS

The Authority has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible, at its own expense and prior to submitting its bid, for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to receive and so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

4. INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the Authority by submission of a written request for an interpretation or correction to the Authority Project Manager Eric Berg, MOteam @sdcoe.net. The person submitting the request for interpretation or correction is responsible for its prompt delivery. The final date for submittal of requests for interpretation or correction, if any, shall be specified in the Notice Inviting Bids.

Any interpretation of the Contract Documents will be made only by written addenda duly issued and mailed or delivered to each person or firm who has purchased a set of Contract Documents. The Authority will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

5. CONTRACTOR PREQUALIFICATION

Each prospective bidder shall have prior direct experience in performing the necessary subbabse and underground drainage installations for synthetic sports field installations. Each prospective bidder must have installed a minimum of (10) such sports fields over the past (5) years in the State of California with a minimum size of 70,000 SF. Contractor shall submit previous experience and references on the Project Prequalification of Bidders forms provided within this bid package.

6. INSPECTION OF SITE; PRE-BID CONFERENCE AND SITE WALK

Each prospective bidder is responsible at its own expense for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. To this end, a Pre-Bid Conference and Site Walk will be held on the date(s) and time(s) indicated in the Notice Inviting Bids. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. Federal and State laws require the Authority and its contractors to appropriately manage such waters pursuant to the requirements of California State Water Resources Control Board Order Number 2009-0009-DWQ, the Federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. By submitting a Bid, each bidder 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.

7. ADDENDA

The Authority reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All addenda issued by the Authority shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the Authority issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, the Authority will extend the deadline for submission of bids. The Authority may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Each prospective bidder shall provide Authority a name, address and email address to which Addenda may be sent, as well as a telephone number by which the Authority can contact the bidder. Copies of Addenda will be furnished by via email or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. Each bidder's bid form shall acknowledge receipt, understanding and full consideration of all Addenda. To this end, each bidder should contact the Authority to verify that he has received all Addenda issued, if any, prior to the bid opening. Failure to acknowledge receipt of all Addenda may result in rejection of the bid

8. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only, unless otherwise specified in the Notice Inviting Bids. The time required for completion of the alternate bid items has been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The Authority may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work, accordingly each Bidder must ensure that each bid

item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

9. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the Authority will not be permitted. Bids shall be executed by an authorized signatory as described in these Information for Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. USE OF BLACK OR BLUE INK, INDELIBLE PENCIL OR A TYPEWRITER IS REQUIRED. Deviations in the bid form may result in the bid being deemed non-responsive. Bidders should not deface or mutilate the bid documents to the extent that they may not be usable for construction purposes.

10. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

11. 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 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 Authority. If requested by the Authority, Bidders are required to submit the phone number, license number and license expiration date of each subcontractor listed in its bid within twenty-four (24) hours of bid opening. No additional time will be provided to bidders to submit any of the information requested in this subsection.

12. ANTI-DISCRIMINATION.

It is the policy of the Authority that in connection with all work performed under contracts, there be no discrimination against any prospective or active employees engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The successful bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code 12900, and Labor Code 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the work by him.

13. Stormwater Pollution Prevention Program

The successful bidder shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Program (SWPPP) prior to initiating work. The successful bidder shall be responsible for implementing the SWPPP, including standard provisions, implementing best management practices (BMP), inspections, monitoring and reporting requirements. The successful bidder will also be responsible for updating the SWPPP as needed, including providing a Qualified SWPPP Developer (QSD) to prepare any necessary updates. It shall be the responsibility of all bidders to include within their bids the cost of complying with the SWPPP and any necessary revisions to the SWPPP.

Included in the bid package is the SWPPP plan to follow. Contractor is required to submit a weekly QSP report, including results of inspections and moniroting required by the SWPPP, during the course of the project.

Contractor shall enter inspections and monitoring data into SMARTS upon being granted access as a data submitter. Contractor will also prepare required annual reports for the State Construction General Permit and the Notice of Termination (NOT) at the end of the project and enter the applicable information in SMARTS. The project owner will be responsible for certifying and submitting annual reports and the NOT.

LICENSING REQUIREMENTS

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract at the time of submission of their bid, and must maintain the licenses throughout the duration of the Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted, including but not limited to all certifications required by the United States Environmental Protection Agency Lead Renovation, Repair, and Paint Rule set forth at Title 40, Part 745 of the Code of Federal Regulations. Pursuant to Section 7028.5 of the Business and Professions Code, the Authority shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be non-responsive, and the Authority shall reject the Bid. The Authority shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the Authority of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract. Failure of a bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and may result in forfeiture of the bidder's bid security.

14. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating

to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

15. BID SECURITY

Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to the Authority; (c) a cashier's check made payable to the Authority; or (d) a bid bond payable to the Authority 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, 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 Authority and the Authority may award the Contract to the next lowest responsible bidder, or may call for new bids.

16. SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials in an envelope, sealed, addressed and delivered or mailed, postage prepaid to the Authority at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by Authority as provided herein. The envelope shall also contain the following in the lower left-hand corner thereof:

Bid of _____(Bidder's Name)_____
for the JOAN MACQUEEN MS – SYNTHETIC TURF FIELD PROJECT at ALPINE UNION SCHOOL DISTRICT, Bid Package - JMMSFIELD – 21/22

Only where expressly permitted in the Notice Inviting Bids, may Bidders submit their bids via electronic transmission pursuant to Public Contract Code Sections 1600 and 1601. The acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. Authority reserves the right to refuse to accept electronically transmitted bids if not specifically authorized in the Notice Inviting Bids, and may reject any bid not strictly complying with Authority's designated methods for delivery.

17. DELIVERY AND OPENING OF BIDS

Bids will be received by the Authority at the address shown in the Notice Inviting Bids up to the date and time shown therein. The Authority will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the Bidder. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated. Bidders are advised that on bid date Authority telephones WILL NOT be available for use by bidders or their representatives.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of

each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids. The Authority may in its sole discretion, elect to postpone the opening of the submitted Bids. Authority reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

18. WITHDRAWAL OF BID

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.

19. BASIS OF AWARD; BALANCED BIDS

The Authority shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The Authority may reject any Bid which, in its opinion when compared to other bids received or to the Authority's internal estimates, does not accurately reflect the cost to perform the Work. The Authority may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

20. DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID

No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders submitting a bid to the Authority. No person, firm, corporation, or other entity may submit subproposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same Project.

21. INSURANCE REQUIREMENTS

Prior to commencement of any work under the Contract, the successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents, from insurers meeting all requirements specified therein.

22. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the Authority may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the Authority notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Contract and supply the Authority with all of the required documents and certifications. In the event the bidder fails or refuses to post the required bonds, return executed copies of the Contract within ten (10) consecutive calendar days, the Authority may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to post the required bonds and execute such copies of the Contract, and may award the Contract to the next lowest responsible bidder, or may call for new bids. Alternatively, the Authority may in its sole discretion extend the time for the bidder to provide the required documents and

certifications, however, regardless whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run ten (10) calendar days from the date of the notification. Once the Authority receives all of the properly drafted and executed documents and certifications from the Bidder, the Authority shall issue a Notice to Proceed to that Bidder.

23. CONTRACT PROCEDURES

The Contract Documents contemplate the following procedures upon receipt of bid and the Authority obtaining an appropriation from the State Allocation Board (SAB) (when required):

The Authority will give the successful bidder a notice of award of Contract. The Authority will be bound to enter into the Contract if the SAB apportions funds for the Project, provided that the Project is not placed on the SAB "unfunded list," and the successful bidder does all acts described in subparagraph (2) below.

Following the giving of the notice of award of Contract, the successful bidder shall post the Performance and Payment Bonds, provide certificates of insurance, and other certificates, and return executed copies of bonds and Contracts

24. FILING OF BID PROTESTS

Submitted bids will be timely made available for review upon request of any bidder. Bidders may file a "protest" of a Bid with the Authority's Project Manager. 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 Authority 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 may be rejected without further review.

If the protest is timely and complies with the above requirements, the Authority's Agent, represented by the Senior Director of the Maintenance and Operations Unit of the San Diego County Superintendent of Schools, or other designated SDCSS staff member, shall review the basis of the protest and all relevant information. The SDCSS will provide a written response to the protestor.

25. WORKERS COMPENSATION

Each Bidder shall submit the Contractors Certificate Regarding Workers' Compensation form.

26. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code sections 1725.5 and 1771.1.

27. SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. Unless otherwise specified in the Notice Inviting Bids, the Authority will retain five percent (5%) of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the Authority will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

28. PREVAILING WAGES

The Authority has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are on file and available online at https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

29. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the 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 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 to a debarred subcontractor by the Contractor for the Project shall be returned to the Authority. 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.

30. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to the Authority four identical counterparts of the Performance Bond and Payment Bond in the form supplied by the Authority and included in the Contract Documents, which form should be carefully examined by the bidder. Failure to do so may, in the sole discretion of

Authority, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the Authority. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Bid Price.

31. REQUEST FOR SUBSTITUTIONS

The successful bidder shall comply with the substitution request provisions set forth in the General Conditions and/or Special Conditions, including any deadlines for substitution requests which may occur prior to the bid opening date.

32. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

33. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the form included in the Contract Documents, which should be carefully examined by the bidder. The Authority may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

34. REQUIRED CERTIFICATIONS

Bidders, for all projects involving state funds, are required to submit the "Asbestos-Free Materials Certification." This form is included in this package and must be signed under the penalty of perjury and dated, and shall be submitted to the Authority in accordance with Section 83 of the General Conditions. The successful bidder shall also execute, under the penalty of perjury and dated, the "Recycled Content Certification" and the "Drug-Free Workplace Certification" included in this package.

Further, by law it is the Authority's responsibility to determine whether a contractor must provide fingerprint certification. Pursuant to Education Code section 45125.2, the Authority 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 contractor's 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. A determination regarding whether fingerprint certification is required is contained in the Special Conditions**.** These forms are included with the bid package and must be signed under the penalty of perjury and dated. The successful bidders shall also be required to hold additional certifications required by the Work, before engaging in the Work. Such certifications may include but are not limited to all certifications required by the United States Environmental Protection Agency Lead Renovation, Repair, and Paint Rule set forth at Title 40, Part 745 of the Code of Federal Regulations. In addition to the above, each bidder shall submit the certification required by the Iran Contracting Act of 2010, Public Contract Code Section 2200 et seq. as provided with the Contract Documents.

35. BID DEPOSIT RETURN.

The Authority 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.

END OF INFORMATION FOR BIDDERS

BID FORM

NAME OF BIDDER:_____

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

JOAN MACQUEEN MS SYNTHETIC TURF FIELD at ALPINE UNION SCHOOL DISTRICT

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project in a good and workmanlike manner within the time stipulated for the following TOTAL BID PRICE:

BASE BID PRICE INCLUDES ALL WORK ASSOCIATED WITH DSA APPROVED DOCUMENTS AND SPECIFICATIONS, GENERAL CONDITIONS AND SPECIAL CONDITIONS for the JOAN MACQUEEN MIDDLE SCHOOL SCHOOL SYNTHETIC TURF FIELD PROJECT.

ITEM	BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
BASE BID		
OWNER's CONTINGENCY	FIFTY THOUSAND & 00/100 DOLLARS	$50,000
TOTAL BASE BID AND CONTINGENCY PRICE (Basis of Award)		

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

NOTICE INVITING BIDS

The Contract duration shall commence on the date stated in the Authority's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the Authority's Notice to Proceed.

Bidder certifies that it is licensed in accordance with the law providing for the registration of

Contractors, License No. _____, Expiration Date _____, class of license

_____. If the bidder is a joint venture, each member of the joint venture must include the above information.

Notice of acceptance or requests for additional information provided by the Authority should be addressed to the undersigned at the address stated below:

_____

_____

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

_____

_____

_____

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

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

Addenda Numbers: _____
INCLUDE ALL ADDENDUM RECEIVED ON THIS LINE

1. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.

2. Attached is the completed Designation of Subcontractors form.

3. Attached is the fully executed Non-Collusion Declaration form.

The following forms are required, but may be submitted as directed in the Notice of Intent to Award letter, should the Contractor be so notified in writing following the bid.

4. The completed Bidder Information form. (Within 24 hours of notice)

5. The completed Contractor's Certificate Regarding Workers' Compensation form.

6. The completed Asbestos-Free Materials Certification form, if required.

7. The completed Recycled Content Certification form.

8. The completed Contractor and Subcontractor Fingerprint Certification forms, if required.

9. The completed Drug-Free Workplace Certification form.

10. The completed Public Works Contractor Registration Certification form.

Bidder certifies that it **is / is not** (circle one) DVBE certified. DVBE reference number assigned by the Office of Small Business Certification and Resources is

_____. If bidder is DVBE certified, please attach a copy of the DVBE certification letter.

Bidder certifies that a good faith effort was made to include DVBE firms as subcontractors and suppliers in the bid.

Pursuant to Section 7103.5 of the Public Contract Code submitting a bid to the Authority, the bidder offers and agrees that if the bid is accepted, it will assign to Authority 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 body tenders final payment to the bidder.

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

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

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

NOTICE INVITING BIDS

Business Address: _____

Place of Residence: _____

Telephone: (____) _____

Email Address: _____

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

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 _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS: THAT we, _____

_____, as Principal, and

_____, as Surety, are held and

firmly bound unto the **ALPINE UNION SCHOOL DISTRICT**, hereinafter called Authority, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said Authority for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid **JMMSFIELD – 21/22**, for **JOAN MACQUEEN MIDDLE SCHOOL SYNTHETIC TURF FIELD PROJECT** AT **ALPINE UNION SCHOOL DISTRICT**.

NOW, THEREFORE. 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 therefor, or if no period be specified, within ten (10) consecutive calendar days after the Award of Contract complete the prescribed forms are presented to him for signature enter into a written contract with the Authority 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 Authority the difference between the amount specified in said bid and the amount for which the Authority 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 Authority in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain In full force and virtue.

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

NOTICE INVITING BIDS

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their

several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly assigned by its undersigned representative, pursuant to authority of Its governing body.

(Corporate Seal)

_____
Principal
By _____

Title _____

_____
(Corporate Seal) Surety
By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate) Title _____

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public,

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public,

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

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

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number and DIR registration number, and (c) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. If requested by the Authority, Bidders are required to submit the phone number, license number and license expiration date of each subcontractor listed in its bid with in twenty-four (24) hours of bid opening. No time extension will be allowed for submission of information required by this document.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or $10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License Number	DIR Registration Number

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License Number	DIR Registration Number

(Additional copies of this page may be used for additional subcontractors as needed.)

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

DESIGNATION OF DVBE SUBCONTRACTORS

Contractor shall identify each subcontractor that is a certified Disabled Veteran Business Enterprise (DVBE). Contractor shall provide the DVBE Reference Number assigned by the Office of Small Business Certification and Resources for each DVBE subcontractor, and shall attach a copy of the subcontractor's certification letter.

Subcontractor	**DVBE Reference Number**

PROJECT PREQUALIFICATIONS OF BIDDERS

A. INFORMATION ABOUT BIDDER

The Authority expressly reserves the right to reject the bid of any bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the bidder is "non-responsible" and poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner.

In performing the above-described responsibility determination, the Authority reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory State Boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the contractor has previously performed work, reference checks and examination of all public records. Bidders are advised that failure to complete all required information set forth below may render the bid non-responsive.

The bidder must provide the following information:

[**Indicate not applicable ("N/A") where appropriate.**]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: _____

2.0 Type, if Entity: _____

3.0 Bidder Address: _____

_____

_____

_____

Facsimile Number Telephone Number Email Address

4.0 How many years has Bidder's organization been in business as a Contractor? _____

5.0 How many years has Bidder's organization been in business under its present name? _____

5.1 Under what other or former names has Bidder's organization operated?:_____

6.0 If Bidder's organization is a corporation, answer the following:

6.1 Date of Incorporation: _____

6.2 State of Incorporation: _____

6.3 President's Name: _____

6.4 Vice-President's Name(s): _____

_____

6.5 Secretary's Name: _____

6.6 Treasurer's Name: _____

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: _____

7.2 Name and address of all partners (state whether general or limited partnership):

_____

_____

_____

8.0 If other than a corporation or partnership, describe organization and name principals:

_____

_____

9.0 List other states in which Bidder's organization is legally qualified to do business.

_____

_____

_____

10.0 What type of work does the Bidder normally perform with its own forces?

_____

_____

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

_____

_____

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

_____

_____

13.0 List Trade References:

_____

_____

_____

_____

14.0 List Bank References (Bank and Branch Address):

_____

_____

_____

_____

15.0 Name of Bonding Company and Name and Address of Agent:

_____

_____

_____

B. LIST OF CURRENT PROJECTS (Backlog)

[**Duplicate Page if needed for listing additional current projects.**]

Project (Including contact name & phone #)	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

C. LIST OF COMPLETED PROJECTS - LAST FIVE (5) YEARS THAT MEETS THE PROJECT PREQUALIFICATIONS LISTED IN SECTION 5 OF INFORMATION REQUIRED FOR BIDDERS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project Client (Including contact name & phone #)	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

   _____

   _____

   _____

2. Summarize each person's specialized education:

   _____

   _____

   _____

3. List each person's years of construction experience relevant to the project:

   _____

   _____

   _____

4. Summarize such experience:

   _____

   _____

   _____

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the Authority.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

_____

_____

_____

_____

_____

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

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

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the JOAN MACQUEEN MS SYTHETIC TURF FIELD PROJECT at ALPINE UNION SCHOOL DISTRICT (hereinafter referred to as the "Project"), and submitted it to the **ALPINE UNION SCHOOL DISTRICT** (hereinafter referred to as "AUTHORITY") on behalf of

_____ (hereinafter referred to as the "Contractor").

To the best of my knowledge, information and belief, in completing 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 AUTHORITY.

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 AUTHORITY.

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 AUTHORITY who shall have sole discretion and final determination in this matter. The work will be not 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

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.WITNESS my hand and official seal.

_____
Signature of Notary Pubic

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

ASBESTOS-FREE MATERIALS CERTIFICATION

RECYCLED CONTENT CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the JOAN MACQUEEN MS SYTHETIC TURF FIELD PROJECT at ALPINE UNION SCHOOL DISTRICT (hereinafter referred to as the "Project"), and submitted it to the **ALPINE UNION SCHOOL DISTRICT** (hereinafter referred to as "AUTHORITY") on behalf of

_____ hereinafter referred to as the "Contractor").

Pursuant to Public Contract Code Sections 12205 and 22152, 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 Public Contract Code Section 12209. The recycled content shall include both post consumer material and secondary material as defined in Public Contract Code Section 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

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

_____
Signature of Notary Pubic

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

RECYCLED CONTENT CERTIFICATION

CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

CONTRACTOR CERTIFICATION

With respect to the Contract Number JMMSFIELD – 21/22 by and between **ALPINE UNION SCHOOL DISTRICT** (hereinafter referred to as "AUTHORITY")

and _____ ("Contractor"), Contractor hereby certifies to the AUTHORITYthat 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 Owner '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

Print: _____

CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

SUBCONTRACTOR'S CERTIFICATION

The **ALPINE UNION SCHOOL DISTRICT** (hereinafter referred to as "AUTHORITY"), entered into Contract #JMMSFIELD – 21/22, ("Contract"), for services with

_____ ("Contractor"). This

certification is submitted by _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"). Subcontractor hereby certifies to the AUTHORITY 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 Owner'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).

_____ _____
Subcontractor's Representative Date

Print: _____

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the **ALPINE UNION SCHOOL DISTRICT** (hereinafter referred to as "AUTHORITY") and

_____

(hereinafter referred to as the "Contractor") for the JOAN MACQUEEN MS SYTHETIC TURF FIELD PROJECT at ALPINE UNION SCHOOL DISTRICT 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 AUTHORITY 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

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____
On ___, 20___, before me, _____, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

DRUG-FREE WORKPLACE CERTIFICATION

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

If this bid is due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. 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.[1]

Name of Bidder: _____

DIR Registration Number: _____

Small Project Exemption: _____ Yes _____ No

Bidder further acknowledges:

(1) Bidder shall maintain a current DIR registration for the duration of the project.

(2) Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

(3) 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_____

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____(*Title*) of _____ (*Firm*), the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is

true and correct and that this declaration is executed on _____(*Date*),

at _____ (*City*), _____ (*State*).

By:_____

Printed Name:_____

Date:_____

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☐ The Contractor is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The Authority has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the Authority will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signed: _____

Titled: _____

Firm: _____

Date: _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

CONTRACT

THIS CONTRACT is made this _____ day of _____, 20____, in the County of San Diego, State of California, by and between the **ALPINE UNION SCHOOL DISTRICT** (hereinafter referred to as "AUTHORITY"),

and _____, hereinafter called Contractor. The AUTHROITY and the Contractor for the considerations stated herein agree as follows:

WHEREAS the AUTHORITY and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

JOAN MACQUEEN MS SYTHETIC TURF FIELD PROJECT at ALPINE UNION SCHOOL DISTRICT

The Contractor and its surety shall be liable to the AUTHORITY for any damages arising as a result of the Contractor's failure to comply with this obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Construction Manager, Architect, Engineer, Inspector, Division of the State Architect, or representative of an of them, 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 SDCSS office within five (5) 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. The Work shall be commenced on the date stated in the AUTHORITY's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within (195) calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. The AUTHORITY shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of

_____ & 00/100
Dollars

($_____).
Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. The Contractor acknowledges that the AUTHORITY will sustain actual damages for each and every day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely

difficult to determine the AUTHORITY's actual damages. Accordingly, as provided in Government Code section 53069.85, it is agreed that the Contractor will pay the AUTHORITY the sum as identified in the Special Conditions, but in no case less than $200.00 for each and every calendar day of delay in completing the Work beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event the Liquidated Damages are not paid, the Contractor agrees the AUTHORITY may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not affect the AUTHORITY's rights to other damages or remedies specified in the Contract Documents or allowed by law.

Should Contractor be inexcusably delayed in the performance of the Work, AUTHORITY may deduct Liquidated Damages based on its estimate of when Contractor will achieve Final Completion or other milestones. AUTHORITY need not wait until Final Completion to withhold Liquidated Damages from Contractor.

Liquidated Damages are not a penalty but an agreed upon estimate of the actual damages that would be sustained by the AUTHORITY for delay, including but not limited to loss of revenue, inconvenience to the AUTHORITY and the public, and increased Project administration expenses, such as extra inspection, construction management, staff time and architectural and engineering expenses. Liquidated Damages do not include actual damages the AUTHORITY incurs on account of claims by third parties against the AUTHORITY on account of any delay.

Should money due or to become due to the Contractor be insufficient to cover Liquidated Damages or other offsets due, then Contractor forthwith shall pay the remainder of the assessed liquidated damages to AUTHORITY.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following, all of which are component parts of this Contract as if herein set out in full or attached hereto:

Notice Inviting Bids
Information for Bidders
Bid Form
Contractor's Certificate Regarding Workers' Compensation
Bid Bond
Designation of Subcontractors
Information Required of Bidders
Designation of DVBE Subcontractors
Asbestos-Free Material Certification
Drug-Free Workplace Certifications
Recycled Content Certification
Public Works Contractor Registration Certification
Non-Collusion Declaration
Iran Contracting Act Certification
Contract
Performance Bond
Payment Bond
General Conditions
Special Conditions
Technical Specifications

Addenda
Plans and Drawings
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents. All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents, which shall be read and enforced as though it were included herein. The Contractor shall comply with all requirements of the California Labor Code applicable to this Project.

ARTICLE 7. SUBSTITUTION OF SECURITIES. At the request and expense of the successful Bidder, the AUTHORITY will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

ARTICLE 8. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 9. PREVAILING WAGES. 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 may be obtained online at https://www.dir.ca.gov/oprl/dprewagedetermination.htm. A copy of these rates shall be posted at the job Site.

ARTICLE 10. RECORD AUDIT. In accordance with Government Code, Section 8546.7, records of both the AUTHORITY and the Contractor shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

Signatures on the next page.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

[INSERT NAME OF CONTRACTOR]	**ALPINE UNION SCHOOL DISTRICT, AUTHORITY**
By _____	By_____
Name and Title: _____	William Pickering Chief Business Officer
License No. _____	Date: _____
(Corporate Seal)	

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, **ALPINE UNION SCHOOL DISTRICT** (hereinafter referred to as "AUTHORITY") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for the **JOAN MACQUEEN MS SYTHETIC TURF FIELD PROJECT** (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated August 2, 2021 and August 30, 2021 (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

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

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

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by Authority in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Authority, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Authority from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Authority's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the Authority to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Authority's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Authority, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Authority under the Contract and any modification thereto, less any amount previously paid by the Authority to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the Authority to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Authority under the Contract and any modification thereto, less any amount previously paid by the Authority to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Authority may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Authority, when declaring the Contractor in default, notifies Surety of the Authority's objection to Contractor's further participation in the completion of the Project.

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

[Remainder of Page Left Intentionally Blank.]

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

_____
CONTRACTOR/PRINCIPAL

_____
Name

By_____

SURETY:

By: _____
Attorney-In-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document, and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactoryevidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document, and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that

WHEREAS, the Authority (hereinafter designated as the "Authority"), by action taken _____ , 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: JOAN MACQUEEN MS SYTHETIC TURF FIELD PROJECT AT ALPINE UNION SCHOOL DISTRICT (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the Authority 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, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or 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 Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the 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 herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the Authority in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the 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 herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of

recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, 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 Authorityand 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 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and

Surety above named, on the _____ day of _____ 20_____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed b its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,
if corporation)

_____
Principal (Property Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

_____
Surety

By _____
Attorney in Fact

(Attached Attorney-In-Fact
Certificate and Required
Acknowledgements)

*Note: Appropriate Notarial Acknowledgments of Execution by Contractor and surety and a power of Attorney MUST BE ATTACHED.

THIS IS A REQUIRED FORM

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

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

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

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

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

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

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document, and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

a. Acceptable, Acceptance or words of similar import shall be understood to be the acceptance of the Agency Representative and/or the Agency .

b. Act of God an earthquake of magnitude 3.5 on the Richter scale and tidal waves.

c. Approval means written authorization by Agency Representative and/or Agency.

d. Architect means the architect employed by Agency to provide architecture and related services for the Project.

e. Construction Manager means the construction manager, if any, employed by the Agency to provide construction management and related services for the Project.

f. Contract or Contract Documents includes all contract documents as stated in the Contract.

g. Day shall mean calendar day unless otherwise specifically designated.

h. Agency and Contractor are those stated in the Contract. Where Agency is deemed to receive benefit, be held harmless, or warranted, so shall the Project Owner, who is the School District upon whose land the Project is being accomplished.

i. Agency Representative shall mean **Eric Berg,** or his/her designee, acting either directly or through properly authorized agents, such as agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as the "Agency's Representative" or "Representative" in the Contract Documents.

j. Equal, Equivalent, Satisfactory, Directed, Designated, Selected, As Required and similar words shall mean the written approval, selection, satisfaction, direction, or similar action of the Agency Representative and/or Agency.

k. 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 Agency Representative and/or Agency is intended, unless stated otherwise.

l. Install means the complete installation of any item, equipment or material.

m. Material shall include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new unless specified otherwise.

n. Perform shall mean that the Contractor, at Contractor's expense, shall take all actions necessary to complete The Work, including furnishing of necessary labor, tools, and equipment, and providing and installing Materials that are indicated, specified, or required to complete such performance.

o. Project is The Work planned by Agency as provided in the Contract Documents.

p. Provide shall include provide complete in place, that is furnish, install, test and make ready for use.

q. Recyclable Waste Materials shall mean materials removed from the Project Site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.

r. Required and words of similar meaning are used, it shall mean "as required to properly complete the work" as required by the Construction Manager, Architect and/or Agency, unless stated otherwise.

s. Specifications means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work. The Work shall be done in accordance with the Greenbook, including all current supplements, addenda, and revisions thereof. In the case of conflict between the Greenbook and the Contract Documents, the Contract Documents shall prevail.

t. Site or Project Site is the lands and facilities upon which The Work is to be performed, including such access to other lands and facilities designated in the Contract Documents.

u. Subcontractor as used herein, includes those having a direct contract with Contractor and one who furnishes material worked to a special design according to plans, drawings, and specifications of this work, but does not include one who merely furnishes material not so worked.

v. Surety is the person, firm, or corporation, admitted as a California admitted surety, that executes as surety the Contractor's Performance Bond and Payment Bond for Public Works. Surety must be an admitted surety insurer pursuant to Code of Civil Procedure section 995.120.

w. The Work means the entire improvement planned by the Agency pursuant to the Contract Documents.

x. Work means labor, equipment and materials incorporated in, or to be incorporated in the construction covered by the Contract Documents.

y. Worker includes laborer, worker, or mechanic, and any supervisors thereto.

ARTICLE 2. CONTRACT DOCUMENTS

a. **Contract Documents**. The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intention of the Contract Documents is to provide the Agency and the Owner with complete and fully operational facilities as indicated and specified, including 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**. The Contract Documents are intended to be fully cooperative and to be complementary. If Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Agency Representative in writing by submission of a Request for Information. The Request for Information procedure may not be used to request any changes which shall be adjusted as provided in the Contract Documents for changes in work. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

1. Change Orders or Work Change Directives
2. Addenda
3. Special Provisions (or Special Conditions)
4. Technical Specifications
5. Plans (Contract Drawings)
6. Contract
7. General Conditions
8. Information for Bidders
9. Notice Inviting Bids
10. Contractor's Bid Forms
11. Greenbook (excluding Sections 1-9)
12. Standard Plans
13. Reference Documents

With reference to the Drawings, the order of precedence shall be as follows:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings
3. Addenda or Change Order drawings govern over Contract Drawings
4. Contract Drawings govern over Standard Drawings
5. Contract Drawings govern over Shop Drawings

c. **Conflicts in Contract Documents**. Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard shall always apply.

d. **Compliance with Applicable Laws.** Drawings and specifications are intended to comply with all laws, ordinances, rules and regulations of authorities having jurisdiction, and where referred to in the Contract Documents, said laws, ordinances, rules and regulations shall be considered as part of said Contract Documents within the limits specified.

e. **Addenda and Deferred Approvals.** Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda only to the extent specified. In accordance with Titles 21 and 24 of the California Code of Regulations, addenda shall be approved by the Department of State Architect ("DSA"). The requirements approved by the DSA on any item submitted as a deferred approval in accordance with Titles 21 and 24 of the California Code of Regulations, shall take precedence over any previously issued addenda, drawing or specification.

f. **Organization of Contract Documents**. Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the

Contractor in dividing The Work among subcontractors or in establishing the extent of Work to be performed by any trade.

ARTICLE 3. CONTRACTS DOCUMENTS: COPIES & MAINTENANCE

Contractor will be furnished, free of charge, at least one (3) copies of the Contract Documents. Additional copies may be obtained at cost of reproduction.

Contractor shall maintain a clean, undamaged set of Contract Documents at the Project Site.

ARTICLE 4. DETAIL DRAWINGS AND INSTRUCTIONS

a. **Examination of Contract Documents.** Before commencing any portion of The Work, Contractor shall again carefully examine all applicable Contract Documents, the Project Site and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Agency Representative of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.

b. **Additional Instructions.** After notification of any error, inconsistency, ambiguity, conflict or lack of detail or explanation, the Agency Representative will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.

c. **Quality of Parts, Construction and Finish.** All parts of The Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall Contractor proceed with The Work without obtaining first from the Agency Representative such Approval may be necessary for the proper performance of Work.

d. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the Agency Representative may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

ARTICLE 5. EXISTENCE OF UTILITIES AT THE WORK SITE

a. The Agency has endeavored to determine the existence of utilities at the Project Site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown on the Plans.

b. No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to

determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the Agency in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.

c. All water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of The Work.

d. **Main or Trunkline Facilities**

i. Notwithstanding the above, pursuant to Section 4215 of the Government Code, as it may be amended from time to time, the Agency has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for bids, Agency shall assume the responsibility for their timely removal, relocation, or protection.

ii. The Contractor shall be compensated by the Agency for the costs of locating and repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing, relocating, protecting or temporarily maintaining such main or trunkline utility facilities not indicated with reasonable accuracy in the plans and specifications, and for equipment in the Project necessarily idled during such work.

iii. Alternatively, Agency may make changes in the alignment and grade of the work to obviate the necessity to remove, relocate, or temporarily maintain the utility, or Agency may make arrangements with the owner of the utility for such work to be done at no cost to the Contractor.

iv. The Contractor shall not be assessed a forfeiture for delay in completion of the Project when such delay is caused by the failure of the Agency or the owner of the utility to provide for the removal, relocation, protection or temporary maintenance of all such main or trunkline facilities not indicated with reasonable accuracy.

v. Nothing herein shall preclude the Agency from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.

vi. Nothing herein shall be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.

vii. If the Contractor while performing the Contract discovers utility facilities not identified by the Agency in the Contract plans or specifications, he shall immediately notify the Agency and utility in writing.

viii. The owner of the public utility shall have the sole discretion to perform repairs or relocation work or hire the Contractor to do such repairs or relocation work at a reasonable price.

e. **Other Utilities.** In case it should be necessary to remove, relocate, or temporarily maintain a utility because of interference with the work, the work on the utility shall be performed and paid for as follows:

i. When it is necessary to remove, relocate or temporarily maintain a service connection, the cost of which is not required to be borne by the owner thereof, the Contractor shall bear all expenses incidental to the work on the service connection. The work on the service connection shall be done in a manner satisfactory to the owner thereof; it being understood that the owner of the service connection has the option of doing such work with his own forces or permitting the work to be done by the Contractor.

ii. When it is necessary to remove, relocate, or temporarily maintain a utility which is in the position shown on the plans, the cost of which is not required to be borne by the owner thereof, the Contractor shall bear all expenses incidental to the work on the utility. The work on the utility shall be done in a manner satisfactory to the owner thereof; it being understood that the owner of the utility has the option of doing such work with his own forces or permitting the work to be done by the Contractor.

iii. When it is necessary to remove, relocate, or temporarily maintain a utility which is not shown on the plans or is in a position different from that shown on the plans and were it in the position shown on the plans would not need to be removed, relocated, or temporarily maintained, and the cost of which is not required to be borne by the owner thereof, the Agency will make arrangements with the owner of the utility for such work to be done at no cost to the Contractor, or will require the Contractor to do such work in accordance with the provisions herein or will make changes in the alignment and grade of the work to obviate the necessity to remove, relocate, or temporarily maintain the utility. Changes in alignment and grade will be ordered in accordance with the provisions herein.

iv. No representations are made that the obligations to move or temporarily maintain any utility and to pay the cost thereof is or is not required to be borne by the owner of such utility, and it shall be the responsibility of the Contractor to investigate to find out whether or not said cost is required to be borne by the owner of the utility.

The right is reserved to governmental agencies and to owners of utilities to enter at any time upon any street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the work and for the purpose of maintaining and making repairs to their property.

ARTICLE 6. PROJECT SCHEDULE

a. **Estimated Schedule.** Within ten (10) days after the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to the Agency Representative for Approval. The receipt or Approval of any schedules by the Agency Representative or the Agency shall not in any way relieve the Contractor of its obligations under the Contract Documents. 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. 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. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Agency Representative.

b. **Schedule Contents.** The schedule shall allow enough time for normal inclement weather, based on the total time period during which The Work will be ongoing and local climatological averages for the Project Site during that entire time period. The Agency may specify in the Special Conditions the minimum number of inclement weather days which must be included in the Project schedule. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. 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. Schedule duration shall match the Contract time. If the Work fails to meet the milestones stated in the Schedule, at any time, the Contractor shall submit to the Agency within forty-eight (48) hours, an explanation in writing as to why the Schedule is not being maintained as well as a recovery schedule indicating how the Contractor will make up the delay and get the Project back on Schedule. Schedules indicating early completion will be rejected.

c. **Schedule Updates.** Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Agency Representative whenever requested to do so by Agency Representative and with each progress payment request. If The Agency Representative may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule (including failure to provide a recovery schedule when required).

d. **Conflicts with Testing and/or School Functions**. In no event shall the Contractor conduct any work on the Project on dates on which testing of students is conducted and/or there is a school function which might be impacted by the Contractor's operations on Site. The Agency or Agency's representative will provide the Contractor with a schedule of test dates and/or school functions concurrent with the issuance of the notice to proceed for the Contract so that such events can be incorporated into the schedule.

ARTICLE 7. SUBSTITUTIONS

a. Pursuant to Public Contract Code Section 3400(b) the Agency may make a finding that is described in the invitation for bids that designates certain products, things, or services by specific brand or trade name.

b. Unless specifically designated in the Contract Documents, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in the Contract Documents. However, the Agency may have adopted certain uniform standards for certain materials, processes and articles.

c. Unless otherwise specified in the Special Conditions, Contractor shall submit requests, together with substantiating data, for substitution of any “or equal” material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of “or equal” requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed “or equal” substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with the Contractor. The Agency has the complete and sole discretion to determine if a material, process or article is an “or equal” material, process or article that may be substituted.

d. Data required to substantiate requests for substitutions of an “or equal” material, process or article data shall include a signed affidavit from the Contractor stating that, and describing how, the substituted “or equal” material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted “or equal” material, process or article, and substantiates that it is an “or equal” to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the Agency in a timely fashion will result in the rejection of the proposed substitution.

e. The Contractor shall bear all of the Agency’s costs associated with the review of substitution requests.

f. The Contractor shall be responsible for all costs related to a substituted “or equal” material, process or article.

g. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

ARTICLE 8. SHOP DRAWINGS

a. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in his own Work or in that of any other contractor, subcontractor, or worker on the Project, six (6) copies of all shop or setting drawings, calculations, schedules, and materials list, and all other provisions required by the Contract. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Agency Representative. 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 make any corrections required by the Agency Representative, and file with the Agency Representative six (6) corrected copies each, and furnish such other copies as may be needed for completion of the Work. Agency Representative’s approval of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Agency Representative’s attention to such deviations at time of submission and has secured the

Agency Representative's written Approval. Agency Representative's Approval of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

ARTICLE 9. SUBMITTALS

a. Contractor shall furnish to the Agency Representative for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the specifications. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.

b. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Agency Representative, to the Agency Representative within a reasonable time period to provide for adequate review and avoid delays in the Work.

c. These requirements shall not authorize any extension of time for performance of this Contract. Agency Representative will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

d. If the Agency Representative's response results in a change in the Project, then such change shall be effected by a written change order.

ARTICLE 10. MATERIALS

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

b. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.

c. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of The Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.

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 the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the Project, to the Agency free from any claims, liens, or charges.

e. Materials shall be stored on the Project Site in such manner so as not to interfere with any operations of the Owner or any other third party or any other contractor performing work at the Site. On-Site storage space is limited. Contractor shall coordinate all

material deliveries with Agency's Representative prior to delivery. Deliveries shall coincide closely with installation dates.

f. Storage requirements must be reviewed and approved by the Agency's Representative. Materials may be stored only in those areas designated as storage areas by the Agency's Representative. Material stored on-Site without the approval of the Agency's Representative, or stored outside of designated areas, will be removed from Site and warehoused at the Contractor's expense. Contractor shall obtain a Professional Engineer's approval for loading limitations of stored material as required. Contractor will cooperate and move materials as may be required by the Agency's Representative, at no additional cost.

g. Contractor shall maintain its storage area and shall keep its storage areas clean, safe and secure. All materials will be palletized and/or stored upon appropriate dunnage. Notwithstanding the assignment provisions of the Contract Documents, the Contractor shall procure Builder's Risk insurance for the Project.

h. Contractor shall be responsible for providing off-Site storage facilities for its own materials at its cost. The storage of materials and equipment at the Site shall be permitted only to the extent approved in advance by the Agency's Representative. Agency's Representative shall approve location of Contractor's items of plant and tools such as hoists, mixers, cutters, etc. in advance.

i. The Contractor shall schedule all major deliveries through the Agency's Representative or such deliveries may be turned away from the Site. Deliveries must be made during normal working hours, 7:00 a.m. – 3:30 p.m., Monday through Friday. The Agency's Representative will not accept or unload any deliveries for Contractor. Contractor shall provide the Agency's Representative with a minimum of forty eight (48) hours notice of major deliveries to Project Site. The Contractor shall be responsible for any and all costs resulting from deliveries made, or attempted to be made, during non-working or overtime hours.

j. Recyclable Waste Materials. As required by applicable local waste reduction and recycling requirements, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by Agency or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor. Contractor shall make reasonable efforts to identify other waste materials which are recyclable or saleable but which are not subject to mandatory diversion prior to disposal, recycling, sale or other disposition, shall communicate the value thereof to the Agency Representative and request Agency instruction regarding disposition. In the event Contractor receives any income from the sale or recycling of such waste materials, the Agency may deduct payment in the actual amount of income from contract payments.

ARTICLE 11. CONTRACTOR'S SUPERVISION

Contractor shall continuously keep at the Project Site, a competent and experienced full-time Project superintendent approved by the Agency. Superintendent must be able to proficiently

speak, read and write in English and shall be onsite whenever workers are present. Project superintendent shall represent Contractor in Contractor's absence and all directions given to the Project superintendent shall be as binding as if given to Contractor. Contractor shall continuously provide efficient supervision of the Project.

ARTICLE 12. WORKERS

a. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.

b. Any person in the employ of the Contractor whom the Agency may deem incompetent or unfit shall be dismissed from The Work and shall not be employed on this Project except with the written Approval of the Agency.

ARTICLE 13. FINGERPRINTING REQUIREMENTS

Agency shall determine the Fingerprinting requirements for the Project as set forth in the Special Conditions. The Project shall be governed by paragraph (a) or (b) below, depending on the Work involved in the Project.

a. Contracts For Construction, Reconstruction, Rehabilitation Or Repair Of A School Facility Involving More Than Limited Contact With Students.

If the Agency determines, based on the totality of the circumstances concerning the Project, that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have contact other than limited contact with pupils, by execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation, or 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:

(1) install a physical barrier to limit contact with students by Contractor and/or Contractor's employees;

(2) 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;

(3) provide for the surveillance of the Contractor and Contractor's employees by an Agency employee;

(4) require any employee of the Contractor potentially having contact with students to obtain fingerprint clearance as described in Education Code section 45125.1

b. Contracts For Construction, Reconstruction Rehabilitation Or Repair Of A School Facility Involving Only Limited Contact With Students.

If the Agency determines based on the totality of the circumstances concerning the Project that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have only limited contact with pupils, by execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, 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/or 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 14. CONTRACT SECURITY

Unless otherwise specified in Special Conditions, Contractor shall furnish a surety bond in an amount equal to one hundred percent (100%) of Contract Price as security for faithful performance of this Contract and shall furnish a separate bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for payment of persons performing labor and furnishing materials in connection with this Contract. Both the Payment and Performance Bonds must be executed by an admitted Surety, as defined in California Code of Civil Procedure Section 995.120. The Payment and Performance Bonds must be accompanied by the original or a certified copy of the unrevoked power of attorney or other appropriate instrument entitling or authorizing the person who executed the bond to do so. Aforesaid bonds shall be in the form set forth in these Contract Documents.

ARTICLE 15. SUBCONTRACTORS

a. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor’s portion of The Work. Contractor shall be as fully responsible to the Agency and Owner for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the Agency. The Agency and Owner shall be deemed to be the third party beneficiaries of the contract between the Contractor and the subcontractor.

b. The Agency reserves the right to approve all subcontractors. The Agency’s Approval of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.

c. Substitution or addition of subcontractors shall be permitted only as authorized by the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

ARTICLE 16. PERMITS AND LICENSES

Permits and licenses necessary for prosecution of The Work shall be secured and paid for by Contractor, unless otherwise specified in the Contract Documents.

a. Contractor shall obtain and pay for all other permits and licenses required for The Work, including excavation permit and for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the Agency, all applicable environmental permits, approvals, and certifications including but not limited to certifications required by the United States Environmental Protection Agency's Lead Renovation, Repair, and Painting rule set forth at Title 40, Part 745 of the Code of Federal Regulations.

b. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities, except for such off-site inspections delineated as the Agency's responsibility pursuant to the Contract Documents.

c. Before Acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the Agency.

ARTICLE 17. UTILITY USAGE

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

b. District shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Project.

c. All permanent meters Installed shall be listed in the Contractor's name until Project Acceptance.

d. Refer to Specification Section 01500 Construction Facilities and Temporary Controls of the Contract Documents for further information.

ARTICLE 18. INSPECTION FEES FOR PERMANENT UTILITIES

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 the Agency. 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 the Agency. Contractor may either request reimbursement from the Agency for such fees, or shall be responsible for arranging and coordination with Agency for the payment of such fees.

ARTICLE 19. TRENCHES

a. Trenches Five Feet or More in Depth. The Contractor shall submit to the Agency, in advance of excavation, 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 the plan varies from shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations.

b. Excavations Deeper than Four Feet. If work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify the Agency, in writing, of any:

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

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

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.

The Agency shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of The Work, shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between the Agency and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of The Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. 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 parties.

ARTICLE 20. REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project Site, the Contractor shall immediately stop work at the affected Project Site and shall report the condition to the Agency in writing. The Agency shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project Site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the Agency and Contractor.

ARTICLE 21. SANITARY FACILITIES

Contractor shall provide sanitary temporary toilet buildings for the use of all workers. All toilets shall comply with all applicable federal, state and local laws, codes, ordinances and regulations. Toilets shall be kept supplied with toilet paper, hand sanitizers and shall have workable door fasteners. Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by CAL-OSHA regulation. The toilets shall be maintained in a sanitary condition at all times. Use of toilet facilities in The Work under construction shall not be permitted. Any other Sanitary Facilities required by CAL-OSHA shall be the responsibility of the Contractor.

ARTICLE 22. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements. Without limiting the foregoing, Contractor must fully comply with all Applicable Laws, rules and regulations in furnishing or using equipment and/ or providing services, including but not limited to, emissions limits and permitting requirements imposed by the Air Quality Management District with jurisdiction over the Project and/ or California Air Resources Board (CARB). Contractor shall specifically be aware of the application of these limits and requirements to “portable equipment” which definition is considered to include any item of equipment with a fuel-powered engine. Contractor shall indemnify Agency and Owner against any fines or penalties imposed by the Air Quality Management District, CARB, or any other governmental or regulatory agency for its violations of Applicable laws as well as those of its subcontractors or others for whom Contractor is responsible under its indemnity obligations provided for herein.

ARTICLE 23. COMPLIANCE WITH STATE STORM WATER PERMIT

a. The Contractor shall be required to comply with all conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area. Failure to comply with the Permit is in violation of federal and state law. The Contractor hereby agrees to provide indemnification pursuant to these General Conditions and the Contract.

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

c. 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.

d. Failure to comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless the Agency, the Owner, 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 Agency or Owner, 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 Agency or Owner, its officials, officers, agents, employees or authorized volunteers. Agency 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.

ARTICLE 24. CLEANING UP

a. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Upon completion of Work, Contractor shall clean the interior and exterior of the building or improvement 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 contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from Site. Contractor shall also clean all buildings, asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment.

b. Contractor shall fully clean up the Site at the completion of The Work. If the Contractor fails to immediately clean up at the completion of The Work, the Agency may do so and the cost of such clean up shall be charged back to the Contractor.

ARTICLE 25. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out The Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense. Layout shall be done by a registered civil engineer Approved by the Agency Representative. Any required "as-built" drawings of the Work shall be prepared by the registered civil engineer.

ARTICLE 26. EXCESSIVE NOISE

a. The Contractor shall use only such equipment on the work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.

b. The Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

ARTICLE 27. TESTS AND INSPECTIONS

a. If the Contract Documents, the Agency Representative, or any instructions, laws, ordinances, or public authority require any part of The Work to be tested or Approved, Contractor shall provide the Agency Representative at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the Agency, Contractor shall promptly inform the Agency of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for Agency testing and Agency inspection shall be paid by the Agency. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.

b. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.

c. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the Agency, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.

d. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the Agency so that the Agency may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into The Work.

e. If the manufacture of materials to be inspected or tested will occur in a plant or location outside the geographic limits of Agency, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.

f. Reexamination of Work may be ordered by the Agency. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the Agency shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

ARTICLE 28. PROTECTION OF WORK AND PROPERTY

a. The Contractor shall be responsible for all damages to persons or property that occur as a result of The Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the Agency. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project Site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field 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 in the course of construction.

b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Agency Representative, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Agency Representative or the Agency. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the Agency and the Contractor.

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, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by The Work operations. Contractor shall:

1) Enclose working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.

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

3) Deliver materials to the Project Site over a route designated by the Agency Representative.

4) Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the Agency shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.

5) Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Agency Representative. Contractor shall not unreasonably encumber the Project Site with its materials.

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, at no cost to the Agency.

ARTICLE 29. CONTRACTORS MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to perform the Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

ARTICLE 30. AUTHORIZED REPRESENTATIVES

The Agency shall designate representatives, who shall have the right to be present at the Project Site at all times. The Agency may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector is not authorized to make changes in the Contract Documents. The inspector shall not be responsible for the Contractor's failure to carry out The Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

ARTICLE 31. PROHIBITION ON HARASSMENT

The Agency is committed to providing a campus and workplace free of sexual harassment and harassment based on factors such as race, color, religion, national origin, ancestry, age, medical condition, marital status, disability or veteran status. Harassment includes without limitation, verbal, physical or visual conduct which creates an intimidating, offensive or hostile environment such as racial slurs, ethnic jokes, posting of offensive statements, posters or cartoons or similar conduct.

The Contractor shall adopt and implement all appropriate and necessary policies prohibiting any form of discrimination in the workplace, including without limitation harassment on the basis of any classification protected under local, state or federal law, regulation or policy. The Contractor shall take all reasonable steps to prevent harassment from occurring, including without limitation affirmatively raising the subject of harassment among its employees, expressing strong disapproval of any form of harassment, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment and informing complainants of the outcome of an investigation into a harassment claim. The Contractor shall require that any subcontractor performing any portion of the work on the Project to adopt and implement policies in conformity with this Article.

The Contractor shall not permit any person, whether employed by the Contractor, a subcontractor, sub-subcontractor, or any other person or entity, performing any work on the Project at or about the Site to engage in any prohibited form of harassment. Any such person engaging in a prohibited form of harassment directed to any individual performing or providing any portion of The Work at or about the Site shall be subject to appropriate sanctions in accordance with the Contractor's anti-harassment policy adopted and implemented pursuant to this Article. Any person performing or providing work on the Project on or about the Site who engages in a prohibited form of harassment directed to any student, faculty member or staff of the Agency or directed to any other person on or about the Site shall be subject to immediate removal and shall be prohibited thereafter from providing or performing any portion of The Work on the Project.

ARTICLE 32. HOURS OF WORK

a. Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the Agency, twenty-five dollars ($25) for each worker employed in the execution of Work by the Contractor or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, except that work may be performed by employees of the Contractor and his subcontractors in excess of eight

hours per day at not less than one and one-half times the basic rate of pay, as provided in Labor Code Section 1815.

b. Work shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m., unless specifically approved in writing by the Agency Representative.

c. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project Site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on Owner-observed holidays, unless otherwise specifically approved in writing by the Agency Representative:

1) Powered Vehicles

2) Construction Equipment

3) Loading and Unloading Vehicles

4) Domestic Power Tool.

ARTICLE 33. PAYROLL RECORDS

a. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

b. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

c. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the Agency. The Contractor shall also provide the following:

1) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

2) A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.

d. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

e. Any copy of records made available for inspection and furnished upon request to the public 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 or any subcontractor shall not be marked or obliterated.

f. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to the Agency, forfeit One Hundred Dollars ($100.00) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.

ARTICLE 34. PREVAILING RATES OF WAGES

a. The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at https://www.dir.ca.gov/oprl/DPreWageDetermination.htm. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project Site. Contractor shall defend, indemnify and hold the the Agency, the Owner, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

b. The Contractor and each subcontractor shall forfeit as a penalty to the Agency not more than Two Hundred Dollars ($200.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

c. Contractor shall post, at appropriate conspicuous points on the Project Site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

d. As a further material part of this Contract, Consultant agrees to hold harmless and indemnify the the Agency, the Owner, its Board and each member of the Board, its officers, employees and agents from any and all claims, liability, loss, costs, damages, expenses, fines and penalties, of whatever kind or nature, including all costs of defense and attorneys' fees, arising from any alleged failure of Contractor or its subcontractors to

comply with the prevailing wage laws of the State of California. If the Agency or any of the indemnified parties are named as a party in any dispute arising from the failure of Contractor or its subcontractors to pay prevailing wages, Contractor agrees that the Agency and the other indemnified parties may appoint their own independent counsel, and Contractor agrees to pay all attorneys' fees and defense costs of the Agency and the other indemnified parties as billed, in addition to all other damages, fines, penalties and losses incurred by the Agency and the other indemnified parties as a result of the action.

ARTICLE 35. PUBLIC WORKS CONTRACTOR REGISTRATION

Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its subcontractors must be registered with the Department of Industrial Relations prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

ARTICLE 36. LABOR COMPLIANCE; STOP ORDERS

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Agency. Contractor shall defend, indemnify and hold the Agency and the Owner, and, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

ARTICLE 37. EMPLOYMENT OF APPRENTICES

The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by the Contractor or any subcontractor. The Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Section 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices. Knowing violations of Section 1777.5 will result in forfeiture not to exceed $100 for each calendar day of non-compliance pursuant to Section 1777.7.

ARTICLE 38. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

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.

ARTICLE 39. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

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 Labor Code Section 1777.1 or 1777.7. 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 Agency. 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.

ARTICLE 40. LABOR/EMPLOYMENT SAFETY

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4.

ARTICLE 41. WORKERS' COMPENSATION INSURANCE

The Contractor shall provide, during the life of this Contract, workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Project Site, and, in case any of sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. 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 Project Site, is not protected under the Workers' Compensation Statutes, 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 is required to secure payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code. The Contractor shall file with the Agency certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the Agency, if in the form and coverage as set forth in the Contract Documents.

ARTICLE 42. EMPLOYER'S LIABILITY INSURANCE – See Also Special Conditions

Contractor shall provide during the life of this Contract, Employer's Liability Insurance, including Occupational Disease, in the amount of, at least, one million dollars ($1,000,000.00) per person per accident. Contractor shall provide Agency with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the Agency.

ARTICLE 43. COMMERCIAL GENERAL LIABILITY INSURANCE – See Also Special Conditions

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, Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products/completed operations if applicable, personal and advertising injury – which may arise from or out of Contractor's operations, use, and management of the Project Site, or the performance of its obligations hereunder. Policy limits shall not be less than one million dollars ($1,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Such policy shall comply with all the requirements of the Contract Documents. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the Agency, and shall not preclude the Agency from taking such other actions available to the Agency under other provisions of the Contract Documents or law.

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

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

e. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.

f. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or 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, the Agency 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 described in the Contract Documents.

ARTICLE 44. AUTOMOBILE LIABILITY INSURANCE – See Also Special Conditions

Contractor shall take out and maintain at all times during the term of this Contract Automobile Liability Insurance in the amount of, at least, one million dollars ($1,000,000). Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to the Agency. Such policy shall comply with all the requirements of the Contract Documents. Company or companies providing insurance coverage shall be acceptable to the Agency and authorized to conduct business in the State of California.

ARTICLE 45. BUILDER'S RISK ["ALL RISK"]

a. It is the Contractor's responsibility to maintain or cause to be maintained Builder's Risk ["All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures which are a part of the Contract and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The District accepts no responsibility until the Project is issued a Letter of Acceptance and Completion by Agency. The Contractor is required to file with the Agency a certificate evidencing fire 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. Such insurance shall comply with all provisions of the Contract Documents.

ARTICLE 46. FORM AND PROOF OF CARRIAGE OF INSURANCE

a. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the Agency's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VIII. Insurance deductibles or self-insured retentions must be declared by the Contractor, and such deductibles and retentions shall have the prior written consent from the Agency. At the election of the Agency the Contractor shall either: 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

b. Contractor shall cause its insurance carrier(s) to furnish the Agency with either 1) a properly executed original Certificates(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the Agency Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full

force and effect. The Agency, the Owner, and, its Directors and officers, employees, agents or representatives shall be named as Additional Insureds on all policies of Commercial General Liability and Automobile Liability Insurance and Contractor shall provide a Waiver of Subrogation in favor of those parties. Further, said Certificates(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the Agency prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the Agency may terminate or Stop Work pursuant to the Contract Documents, unless the Agency receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Project Site, or commence operations under this Agreement until the Agency has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all Endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

c. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the Agency's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

d. The Agency reserves the right to adjust the monetary limits of insurance coverage's during the term of this Contract including any extension thereof-if in the Agency's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.

e. Contractor shall pass down the insurance obligations contained herein to all tiers of sub-contractors working under this Contract.

ARTICLE 47. TIME FOR COMPLETION AND LIQUIDATED DAMAGES – See Also Special Conditions

a. **Time for Completion/Liquidated Damages.** Work shall be commenced within ten (10) days of the date stated in the Agency's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The Agency is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the Agency's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the Agency (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If The Work is not completed as stated in the Contract Documents, it is understood that the Agency will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the Agency as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each day of delay until The Work is fully completed. Contractor and its surety shall be

liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

b. **Inclement Weather.** If adverse weather conditions are the basis for a request for an extension of time, the Contractor must document the claim in writing and submit it to the Agency Representative within five (5) days of the cited weather conditions, with data substantiating that weather conditions were abnormal as compared to the average historical climate conditions based on the preceding ten year records published b the National Oceanic and Atmospheric Administration ("NOAA") entitled "Local Climatological Data" for the period of time. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule. Where causes of delays are unusually severe weather as described herein, any time extension will be considered to be excusable, however it shall not be compensable, including any costs that would be borne by the Contractor in the regular course of business, including but not limited to home office overhead and ongoing insurance costs. The Contractor is responsible for all costs associated with such delay. The sole remedy of the Contractor for such inclement weather shall be the grant of a time extension directly related to the delay. Contractor shall abide the Agency Representative's determination of what constitutes excusable inclement weather pursuant to this section. Refer to Specification Section 01360 Construction Schedule for inclement weather related delays and extensions.

c. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of The Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the Agency in writing of causes of delay. The Agency shall ascertain the facts and extent of delay and grant extension of time for completing The Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.

d. **No Damages for Reasonable Delay.** The Agency's liability to Contractor for delays for which the Agency is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the Agency be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable Agency delay, including delays caused by items that are the responsibility of the Agency pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

ARTICLE 48. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the Agency:

a. Within ten (10) Days of award of the Contract a detailed estimate giving a complete breakdown of the Contract price;

b. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the Agency to consider and evaluate each progress payment

application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.

c. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Agency Representative, for unit price items listed, if any, in the Bid Form.

d. Following the Agency's Acceptance of the Work, the Contractor shall submit to the Agency a written statement of the final quantities of unit price items for inclusion in the final payment request.

e. The Agency shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project. Refer to Specification Section 01050 Schedule of Values for further information related to this Article.

ARTICLE 49. MOBILIZATION

a. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). When no bid item is provided for "Initial Mobilization," payment for such costs will be deemed to be included in the other items of The Work.

b. Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the Agency Representative. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:

1. Obtaining and paying for all bonds, insurance, and permits.

2. Moving on to the Project Site of all Contractor's plant and equipment required for first month's operations.

3. Installing temporary construction power, wiring, and lighting facilities.

4. Establishing fire protection system.

5. Developing and installing a construction water supply.

6. Providing on-Site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.

7. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including

temperature and humidity control, if recommended by the manufacturer, and for all security.

8. Arranging for and erection of Contractor's work and storage yard.

9. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.

10. Full-time presence of Contractor's superintendent at the job Site as required herein.

11. Submittal of Construction Schedule as required by the Contract Documents.

ARTICLE 50. PAYMENTS

a. The Agency shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. Contractor shall be paid a sum equal to ninety five percent (95%) of the value of Work performed up to the last day of the previous month, less the aggregate of previous payments. Notwithstanding the foregoing, Contractor shall not be entitled to payment for work so long as any lawful or proper direction concerning the Work or any portion thereof given by the Agency, Agency's Representative, or the Architect shall remain uncomplied with.

b. The Contractor shall, after the full completion of The Work, submit a final payment application. All prior progress estimates shall be subject to correction in the final estimate and payment.

c. Unless otherwise required by law, the final payment of five percent (5%) of the value of the Work, if unencumbered, shall be paid no later than sixty (60) Days after the date of recordation of the Notice of Completion.

d. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the Agency and Owner arising from this Contract.

e. Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.

f. The Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Section 8134. Prior to final payment by the Agency, the Contractor shall submit a final waiver of lien for the Contractor's work, together with releases of lien from any subcontractor or materialmen.

g. Unless otherwise required by law, the final payment of five percent (5%) of the value of the Work, if unencumbered, shall be paid no later than sixty (60) days after the date of Completion, provided however, that in the event of a dispute between the Agency and the Contractor, the Agency 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:

i. The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the Owner, or its agent, accompanied by cessation of labor on the work of improvement.

ii. The acceptance by the AGENCY, or its agent, or the work of improvement.

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

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

h. Prior to final payment, the Contractor shall submit a final waiver of lien for the Contractor's Work together with releases of lien from any of its subcontractor or materialmen, pursuant to Civil Code Section 8138. The final payment shall not be due and payable until the expiration of thirty-five (35) calendar days from the date of acceptance of the work by the Agency, via written letter of Acceptance and Completion.

i. No payment (final or otherwise) made under or in connection with this Agreement shall be conclusive evidence of the performance of the Work or of this Agreement, in whole or in part, and no such payment shall be construed to be an acceptance of defective, faulty or improper work or materials nor shall it release the Contractor from any of its obligations under this Agreement; nor shall entrance and use by the Agency constitute acceptance of the Work or any part thereof.

j. For purposes of this Contract, the acceptance by the Agency means acceptance made in writing, signed by Agency's Representative. At any time after fifty percent (50%) of the work has been completed, if the Agency, by action of its governing body, finds that satisfactory progress is being made, the Agency may make any of the remaining payments in full for actual work completed or may withhold any amount up to five percent (5%) thereof as the Agency may find appropriate based on the Contractor's progress.

k. Prior to, and as a condition precedent for final payment, Contractor shall provide the Agency with written documentation identifying the amount paid to Disabled Veteran Business Enterprises (DVBE), and shall submit the certification letter issued by the Office of Small Business Certification and Resources verifying the DVBE status of the subject subcontractors. This documentation is required regardless of whether DVBE subcontractors were utilized in the performance of the Contract.

l. No certificate given or payments made under the Contract, except the final certificate or final payment shall be evidence of the performance of the Contract, either wholly or in part, and no payment shall be construed to be an acceptance of any defective work or improper materials.

m. Whenever any part of the work is in a condition suitable for use, and the best interest of the Agency requires such use, the Agency 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 Agency's expense. The use by the Agency/Owner as contemplated in this Article 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 his responsibilities under the Contract nor act as a waiver by the Agency of any of the conditions thereof. Contractor shall continue to maintain all insurance, including Builder's Risk insurance, on the Project.

ARTICLE 51. PAYMENTS WITHHELD AND BACK CHARGES

In addition to amounts which the Agency may retain under other provisions of the Contract Documents the Agency may withhold payments due to Contractor as may be necessary to cover:

a. Stop Payment Notice Claims.

b. Defective work not remedied.

c. Failure of Contractor to make proper payments to its subcontractors or suppliers.

d. Completion of the Contract if there exists a reasonable doubt that the work can be completed for balance then unpaid.

e. Damage to another contractor or third party.

f. Amounts which may be due the Agency for claims against Contractor.

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

h. Failure to provide updates on the construction schedule and/or a recovery schedule if required.

i. Site clean up.

j. Failure of the Contractor to comply with requirements of the Contract Documents, including but not limited to Contractor's failure to provide approved complete as-builts prior to filing of Notice of Completion.

k. Liquated damages.

l. Legally permitted penalties.

The Agency may apply such withheld amount or amounts to payment of such claims or obligations at its discretion with the exception of subsections (a), (c) and (e) of this Article, which must be retained or applied in accordance with applicable law. In so doing, the Agency shall be deemed the agent of Contractor and any payment so made by the Contractor shall be considered as a payment made under contract by the Agency to Contractor and the Agency shall not be liable to Contractor for such payments made in good faith. Such payments may be

made without prior judicial determination of the claim or obligations. The Agency will render Contractor a proper accounting of such funds disbursed on behalf of the Contractor.

Upon completion of the Contract, the Agency will reduce the final Contract amount to reflect costs charged to the Contractor, back charges or payments withheld pursuant to the Contract Documents.

ARTICLE 52. CHANGES AND EXTRA WORK

a. Owner Initiated Change. The Agency, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, the Contract amount and Contract time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract amount or the Contract time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.

   1. The Contractor must submit a complete cost proposal, including any change in the Contract time, within seven (7) Days after receipt of a scope of a proposed Change Order, unless the Agency requests that proposals be submitted in less than seven (7) Days.

b. Contractor Initiated Change. The Contractor must give written notice to the Agency Representative of a proposed Change Order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.

c. Contract Price Adjustment.

   1. All claims for additional compensation to the Contractor shall be presented in writing before the expense is incurred and will be adjusted as provided herein. No Work shall be allowed to lag pending such adjustment, but shall be promptly executed as directed, even if a dispute arises. No claim will be considered after the Work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.

   2. Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the Agency.

   3. All price quotations submitted by the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the Agency.

d. Force Account Work. If the Contractor fails to submit the cost proposal for a Change Order within the seven (7) Day period (or as requested), the Agency has the right to order the Contractor in writing to commence the Work immediately on a force account basis and/or issue a lump sum change to the Contract price in accordance with the Agency's estimate of cost. If the change is issued based on the Agency estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted Work, the Contractor presents written proof that the Agency's estimate was in error.

e. Cost Estimates. Estimates for lump sum quotations and accounting for cost-plus-percentage Work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:

(a) Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

(b) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the Agency Representative shall determine the materials cost, at its sole discretion.

(c) Tool and Equipment Use. No payment will be made for the use of small tools, tools which have a replacement value of $1,000 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the Work is performed.

(d) Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on Work added to the Contract shall be according to the following:

i. "Net Cost" is defined as consisting of costs of labor, materials and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.

ii. For Work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.

iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the

Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor's Net Cost.

iv. For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the Net Cost for Work to which the subcontractor and general Contractor may each add an additional five (5 %) percent of the Net Cost of the lower tier subcontractor.

iv. No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by Agency exceed twenty-five (25%) percent of the Net Cost as defined herein.

(e) For added or deducted Work by subcontractors, the Contractor shall furnish to the Agency the subcontractor's signed detailed estimate of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.

(f) For added or deducted Work furnished by a vendor or supplier, the Contractor shall furnish to the Agency a detailed estimate or quotation of the cost to the Contractor, signed by such vendor or supplier.

(g) Any change in the Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.

(h) Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the change order for Work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the Agency's change order form in an attempt to reserve additional rights.

f. Agreement as to Change in Contract Price/ Time. If the Agency disagrees with the proposal submitted by Contractor, it will notify the Contractor and the Agency will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the Agency, a Change Order will be issued by the Agency. If no agreement can be reached, the Agency shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the Agency within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order.

g. No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the Work, including extra work, promptly and expeditiously.

h. Any alterations, extensions of time, extra work or any other changes may be made without securing consent of the Contractor's surety or sureties

ARTICLE 53. OCCUPANCY

The Agency reserves the right to occupy or utilize any portion of The Work at any time before completion, and such occupancy or use shall not constitute Acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

ARTICLE 54. INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall defend (with counsel of AGENCY's choosing), indemnify and hold the the Agency, the Owner, its elected officials, officers, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, at law or in equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of Agency's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Agency, its elected officials, officers, employees, agents and authorized volunteers. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Agency, its elected officials, officers, employees, agents and authorized volunteers in any such suit, action or other legal proceeding. Contractor shall reimburse Agency, its elected officials, officers, employees, agents and authorized volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

ARTICLE 55. RECORD ("AS BUILT") DRAWINGS

a. Contractor shall prepare and maintain a complete set of record drawings (herein referred to as "as-builts") and shall require each trade to prepare its own as-builts. 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. Contractor shall mark the as-builts 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 where shop drawings are used, Contractor must 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 as-builts into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. Prior to filing of the Notice of Completion, complete as-builts for the Projects shall be turned over

to the Agency's Representative. Contractor shall also provide an electronic version of the as-builts. The suitability of the as-builts will be determined by the Agency Representative. Final as-builts shall be signed-off by the Agency Engineer upon determination of suitability.

ARTICLE 56. RESOLUTION OF CONSTRUCTION CLAIMS

a. Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 52, Changes and Extra Work, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

b. **Intent.** Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.

c. **Claims.** For purposes of this Article, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with Article 52 "Changes and Extra Work" has been denied by the Agency, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the Agency. Claims governed by this Article may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in Article 52, Changes and Extra Work, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than the date of final payment. The claim shall be submitted in writing to the Agency and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

d. **Supporting Documentation.** The Contractor shall submit all claims in the following format:

1) Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made.

2) List of documents relating to claim

(a) Specifications

(b) Drawings

(c) Clarifications (Requests for Information)

(d) Schedules

(e) Other

3) Chronology of events and correspondence

4) Analysis of claim merit

5) Analysis of claim cost

6) Analysis of time impact analysis in CPM format

e. **Agency Response to Claim.** Upon receipt of a claim pursuant to this Article, Agency shall conduct a reasonable review of the claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the Agency issues its written statement.

a. If the Agency needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the Agency's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Agency shall have up to three Days following the next duly publicly noticed meeting of the Agency's governing body after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

b. Within 30 Days of receipt of a claim, the Agency may request in writing additional documentation supporting the claim or relating to defenses or claims the Agency may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of Agency and the Contractor. The Agency's written response to the claim, as further documented, shall be submitted to the Contractor within 30 Days (if the claim is less than $15,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater..

f. **Meet and Confer.** If the Contractor disputes the Agency's written response, or the Agency fails to respond within the time prescribed, the Contractor may so notify the Agency, in writing, either within 15 Days of receipt of the Agency's response or within 15 Days of the Agency's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues

in dispute. Upon receipt of a demand, the Agency shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

g. **Mediation.** Within 10 business Days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Agency shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 Days after the Agency issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Agency and the Contractor sharing the associated costs equally. The Agency and Contractor shall mutually agree to a mediator within 10 business Days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

    a. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

    b. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

    c. Unless otherwise agreed to by the Agency and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

    d. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed..

h. **Procedures After Mediation.** If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

i. **Civil Actions.** The following procedures are established for all civil actions filed to resolve claims of $375,000 or less:

    a. Within 60 Days, but no earlier than 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 or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

b. 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 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party..

j. **Government Code Claims.** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra Work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the Agency. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the Agency may be filed. A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

k. **Non-Waiver.** The Agency's failure to respond to a claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety.

ARTICLE 57. AGENCY'S RIGHT TO TERMINATE CONTRACT

a. **Termination for Cause**: The Agency may, without prejudice to any other right or remedy, serve written notice upon Contractor of its intention to terminate this Contract if the Contractor: (i) refuses or fails to prosecute The Work or any part thereof with such diligence as will ensure its completion within the time required; (ii) fails to complete The Work within the required time; (iii) should file a bankruptcy petition or be adjudged a bankrupt; (iv) should make a general assignment for the benefit of its creditors; (v) should have a receiver appointed; (vi) should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials to complete the work; (vii) should fail to make prompt payment to subcontractors or for material or labor; (viii)

persistently disregard laws, ordinances, other requirements or instructions of the Agency; (ix) should violate any of the provisions of the Contract Documents; or (x) otherwise be guilty of a substantial violation of any provision of the Contract.

The notice of intent to terminate shall contain the reasons for such intention to terminate. Unless within ten (10) Days after the service of such notice, such condition shall cease or satisfactory arrangements (acceptable to the Agency) for the required correction are made, this Contract shall be terminated. In such case, Contractor shall not be entitled to receive any further payment until the Project has been finished. In event of any such termination, the Agency shall immediately serve written notice thereof upon surety and Contractor written notice of termination stating that the contract has ceased and is terminated. Surety shall have the right to investigate, take over and perform this Contract, provided, however, that if Surety, within fifteen (15) calendar days after service upon it of said notice of termination, does not give the Agency written notice of its intention to take over and perform this Contract and does not commence performance thereof within twenty (20) calendar days from the date of service upon it of such notice of termination, the Agency may take over and complete The Work by any method it may deem appropriate. Contractor and its surety shall be liable to the Agency for any excess costs or other damages incurred by the Agency to complete the Project. If the Agency takes over The Work, the Agency 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 Project Site. If the Agency takes over the work as herein above provided, the Agency 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 necessary therefor.

If the unpaid balance of the Contract Price exceeds the 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 the difference to the Agency. Expense incurred by the Agency as herein provided, and damage incurred through Contractor's default, shall be certified by the Agency Representative.

b. **Termination For Convenience:** The Agency may terminate performance of The Work in whole or, in part, if the Agency determines that a termination is in the Agency's interest.

The Contractor shall terminate all or any part of The Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the Agency, the extent of termination, and the effective date of such termination.

After receipt of Notice of Termination, and except as directed by the Agency, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

1) Stop Work as specified in the Notice.

2) Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.

3) Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.

4) Terminate all subcontracts to the extent that they relate to the portions of The Work terminated.

5) Place no further subcontracts or orders, except as necessary to complete the remaining portion of The Work.

6) Submit to the Agency, within ten (10) Days from the effective date of the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the Agency's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by the Agency no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by the Agency's Termination for Convenience."

7) These provisions are in addition to and not in limitation of any other rights or remedies available to the Agency.

c. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the Agency may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the Agency or the Contract is terminated.

d. Should the Agency determine that environmental considerations mandate that the underlying Project should not go forward, Agency may notify Contractor that this Contract is terminated due to environmental considerations and Agency shall only be obligated to pay Contractor for The Work that Contractor had performed at the time of notification of termination of this Contract for environmental considerations.

e. Termination of the Contract shall not relieve Surety of its obligation for any just claims arising out of or relating to The Work performed. In the event that the Agency exercises its right to terminate this Contract pursuant to this provision, the Agency shall pay the Contractor, upon the Contractor's submission of the documentation required by this clause and other applicable provisions of the Contract Documents, all actual reimbursable costs incurred according to the provisions of this Contract.

f. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the Agency.

g. Notwithstanding the foregoing provisions, this Contract may not be terminated or modified where a trustee-in-bankruptcy has assumed the Contract pursuant to 11 U.S.C. section 365 (Federal Bankruptcy Act).

ARTICLE 58. WARRANTY AND GUARANTEE

a. Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all Work conforms to the Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.

b. Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.

c. The Contractor shall remedy at its expense any damage to Agency or Owner-owned or controlled real or personal property.

d. Contractor shall furnish the Agency with all warranty and guarantee documents prior to final Acceptance of the Project by the Agency.

e. The Agency shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence the repair or replacement of 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 without expense whatsoever to the Agency, ordinary wear and tear, unusual abuse or neglect excepted. If the Contractor fails to promptly remedy any defect, or damage; the Agency shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense. Contractor hereby agrees to pay costs and charges therefore immediately on demand.

f. Contractor 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 two-year period from date of acceptance without expense whatsoever to the Agency, ordinary wear and tear, unusual abuse or neglect excepted. The Agency will give notice of observed defects with reasonable promptness. Contractor shall notify the Agency 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, the Agency is hereby authorized to proceed to have defects repaired and made good at the expense of Contractor. Contractor hereby agrees to pay costs and charges therefor immediately on demand.

g. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the Agency may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.

h. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:

1) Obtain for Agency all warranties that would be given in normal commercial practice;

2) Require all warranties to be executed, in writing, for the benefit of the Agency and Owner; and

3) Enforce all warranties for the benefit of the Agency and Owner, unless otherwise directed in writing by the Agency.

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.

This Article shall not limit the Agency's or Owner's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. The Agency and Owner specifically reserves all rights related to defective work, including but not limited to the defect claims pursuant to California Code of Civil Procedure Section 337.15.

ARTICLE 59. DOCUMENT RETENTION & EXAMINATION

a. In accordance with Government Code Section 8546.7, records of both the Agency and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.

b. Contractor shall make available to the Agency any of the Contractor's other documents related to the Project immediately upon request of the Agency.

c. In addition to the State Auditor rights above, the Agency shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the Agency, for a period of four (4) years after final payment.

ARTICLE 60. SOILS INVESTIGATIONS

When a soils investigation report for the Project Site is available, such report shall not be a part of the Contract Documents. Any information obtained from such report as to subsurface soil condition, or to elevations of existing grades or elevations of underlying rock, is approximate only and is not guaranteed. Contractor acknowledges that any soils investigation report (including any borings) was prepared for purposes of <u>design only</u> and Contractor is required to examine the Site before submitting its bid and must make whatever tests it deems appropriate to determine the underground condition of the soil.

ARTICLE 61. REQUIRED CERTIFICATIONS

Contractor shall, for all contracts involving state funds, submit a "Drug-Free Workplace Certification" and a "Recycled Content Certification." These forms are included in the Contract

Documents and must be signed under the penalty of perjury and dated prior to commencing work on this Project.

In addition to the above listed certifications, Contractor shall, for all contracts involving state funds, execute and submit an "Asbestos-Free Materials Certification." Contractor, further, is aware of the following:

a. 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 chosen and approved by the Agency 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.

b. 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 Agency shall be borne entirely by the Contractor.

c. Hold Harmless: Interface of Work for the Project with work containing asbestos shall be executed by the Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Contract, the Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the the Agency, the Owner, 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 his/her employees with respect to the above-mentioned standards, hazards, risk and liabilities.

ARTICLE 62. SEPARATE CONTRACTS

a. The Agency reserves the right to let other contracts in connection with this Work or on the Project Site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.

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

c. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Agency Representative any problems with the work in place or discrepancies with the Contract Documents.

d. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the Agency in prosecution of the 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 the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Agency Representative 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. The Agency shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project Site.

ARTICLE 63. NOTICE AND SERVICE THEREOF

All notices shall be in writing and shall be dated and signed by party giving such notice or by the duly authorized representative of such party, and shall be either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to Agency shall be addressed to the Agency as designated in the Notice Inviting Bids unless Agency designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) Days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

ARTICLE 64. NOTICE OF THIRD PARTY CLAIMS

Pursuant to Public Contract Code Section 9201, the Agency shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

ARTICLE 65. STATE LICENSE BOARD NOTICE.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a

contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

ARTICLE 66. INTEGRATION

a. Oral Modifications Ineffective. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

b. Contract Documents Represent Entire Contract. The Contract Documents represent the entire agreement of the Agency and Contractor.

ARTICLE 67. ASSIGNMENT

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof including any claims, without prior written consent of the Agency. Any assignment without the written consent of the Agency shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents 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 or the Government Code.

ARTICLE 68. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the Agency in order that proper steps may be taken to have the change reflected on the Contract.

ARTICLE 69. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the Agency or Owner 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 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 the Agency makes final payment to the Contractor, without further acknowledgment by the parties.

ARTICLE 70. PROHIBITED INTERESTS

No Agency official or representative who is authorized in such capacity and on behalf of the Agency to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

ARTICLE 71. 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, he shall promptly notify the Agency Representative in writing and any necessary changes shall be adjusted as provided for in this 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 the Agency Representative, he shall bear all costs arising therefrom.

b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work, including any installations of equipment and other devices, will be performed in compliance with ADA regulations.

ARTICLE 72. PATENT FEES OR ROYALTIES.

The Contractor shall include in its bid amount the patent fees or royalties on any patented article or process furnished or used in the Work. Contractor shall assume all liability and responsibility arising from the use of any patented, or allegedly patented, materials, equipment, devices or processes used in or incorporated with The Work, and shall defend, indemnify and hold harmless the the Agency, the Owner, its officials, officers, agents, employees and representatives from and against any and all liabilities, demands, claims, damages, losses, costs and expenses, of whatsoever kind or nature, arising from such use.

ARTICLE 73. OWNERSHIP OF DRAWINGS

All Contract Documents furnished by the Agency are Agency property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the Agency on request at completion of the Work.

ARTICLE 74. NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

ARTICLE 75. AGENCY'S INSPECTOR

a. One or more inspectors employed by Agency in accordance with requirements of title 19, 21 and/or 24 of the California Code of Regulations will be assigned to the work. His duties are specifically defined in the California Code of Regulations.

b. Inspector shall have access to all plant operations involving work under this contract and shall be provided reasonable advance notice of the time and place of operations which the inspector desires to observe. Inspector shall be provided with all necessary samples of materials and work for testing purposes. All work shall be under the observation of said inspector. He 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 him 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, after consultation with the Construction Manager and Architect, together, shall have authority to stop work whenever the provisions of the contract documents are not being complied with and contractor shall instruct his employees accordingly.

ARTICLE 76. INSPECTOR'S FIELD OFFICE

a. The Contractor shall be responsible for providing the inspector's field office. The 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. A table satisfactory for the study of plans and two chairs shall be provided by contractor. 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 77. MISCELLANEOUS

These Contract Documents shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of these Contract Documents, the action shall be brought in a state or federal court situated in the County of San Diego, State of California.

ARTICLE 78. NO WAIVER

No provision of these Contract Documents shall be deemed waived by either party unless such waiver shall be expressly specified in writing, regardless of the actions or inaction of the parties.

END OF GENERAL CONDITIONS

SPECIAL CONDITIONS

1. **Description of Project**.

   The project includes the excavation, removal and hauling of existing subbase materials; Scarifying and treatment of existing subbase; New and Existing Irrigation; Installation of underground storm drain system; Import of new base materials; Finish grading of new subbase in order to receive new Synthetic Turf System (installed by others); Site asphalt improvements and ADA upgrades. See DSA approved #04-119169 project plans and specifications for detailed information.

2. **Temporary Fencing**

   Temporary fencing is to be installed as necessary around the perimeter of the project site that does not currently have permanent fencing. Any permanent fencing that is removed or disbanded during the course of the project is to be replaced with new temporary fencing until the permanent fencing is reinstalled/replaced. All temporary fencing shall be a minimum of 6 feet tall with a minimum of 2" metal mesh. Caution tape, snow fencing or any other fabric fencing is not acceptable.

3. **Temporary Utilities**

   Temporary Power: Provided by District.

   Temporary Water: Provided by District.

   Portable Restrooms and Handwash Stations: Provided and paid for by Contractor for Contractors use only.

4. **Time of Performance**. The work shall be commenced on the date stated in the Authority'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 within one hundred ninety five (*195*) consecutive calendar days from and after the date stated in such notice, and in accordance with the scheduled dates as specified below. Authority and Contractor each hereby stipulate that the stated performance period is accepted as reasonable and that no other performance period shall be acceptable unless accepted in writing (See Article 2 of Agreement and Article entitled "Time for Completion" of these General Conditions.)

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

   1. The anticipated date of the award of the contract is **December 17, 2021**

   2. 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 **June 30, 2021**

3. 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 Agency.

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 entitled "Time for Completion and Liquidated Damages" of the General Conditions is **two hundred dollars $200.00)** per day for each calendar date completion is delayed.

C. **Documents Furnished**. The number of copies of drawings and specifications to be furnished to Contractor free of charge, per Article entitled "Copies Furnished" of the General Conditions, is) **three (3).**

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

Commercial General Liability and Property Damage Insurance

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), Insurance Services Office form number CA 0001 (ed. 1/87) covering Automotive Liability, code 1 (any auto), with a combined single limit per occurrence limits of not less than:

(a) Per occurrence (combined single limit) $1,000,000.00

(b) Project Specific Aggregate (for this project only). $1,000,000.00

(c) Products/Completed Operations $1,000,000.00

(d) Personal & Advertising Injury limit $1,000,000.00

AND

Builder's Risk (or Course of Construction Coverage) Applicable Fire Insurance

(See Article entitled "Builder's Risk "All Risk"") Project Replacement Value at 100%, (One Hundred Percent)

Insurance Covering Special Hazards: Following special hazards shall be covered by riders or riders to above-mentioned commercial 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 …… $1,000,000.00

Material hoist where used in amounts …… $1,000,000.00

Explosion, collapse & Underground (XCU) coverage …… $_____N/A_____.

Excess Liability Insurance coverage in the amount of …….$_____N/A_____

Additional Insured Endorsement: Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage toOwner (who is the ALPINE UNION SCHOOL DISTRICT), the AGENCY, members of Agency Agency's Owner's board of trustees, and the officers, agents, employees and volunteers of Owner and Agency, the State Allocation Board, if applicable, the architect, and the architect's consultants, individually and collectively, as additional insureds.

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

G. **License Classification:** Each bidder shall be a licensed Contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: **"A" General Engineering Contractor.**

H. **Fingerprinting:**

Pursuant to the provisions of **Article entitled "Fingerprinting" of the General Conditions:**

Agency **Determination of Fingerprinting Requirement Application is as follows:**

The Agency has considered the totality of the circumstances concerning the Project and has determined that the Contractor and Contractor's employees,

a. ____XX_____ are subject to the requirements of Education Code section 45125.2 and Paragraph (a) of Article entitled "Fingerprinting" 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 entitled "Fingerprinting" of the General Conditions.

A. **Substitutions.** All requests for Substitutions, submitted in accordance with the General Conditions and these Special Conditions of the Contract Documents shall be submitted using the "Request for Substitution" form included herein as a part of these Special Conditions, including the affidavit certifying that the proposed substitution is:

1. In full compliance with requirements of the Contract Documents and applicable code requirements;

2. Meets or exceeds the standard of quality of the item specified;

3. The same warranty will be provided as for the specified item; and

4. The Contractor waives all claims for additional costs or time that may result from use of an approved substitution.

The form shall be accompanied by complete technical data including drawings, performance specifications, samples, and test reports, and any other information as may be requested by the Agency Representative.

Substitution requests must be submitted using the "Request for Substitution" form no less than (10) calendar days prior to the date of bid opening. No Substitution will be allowed after bid opening unless approved by the Agency after Notice of Award.

The decision of the Agency Representative regarding any proposed substitution will be in writing, and the Agency Representative's decision shall be final. Should a proposed substitution be accepted, such acceptance shall not relieve the Contractor from complying with requirements of the Drawings and Specifications.

B. **Allowances.** Include the following allowance amounts in this bid. All Contract Allowances and Owner Controlled Contingency, if any, shall at all times remain the sole property of the Owner, and any allowances and contingencies shall be credited back to the Owner via a unilaterial Change Order by the Owner. If additional work is requested by the Owner or their representative, the price for such work will be negotiated in accordance with the General Conditions. It is the Owner's sole discretion to use an Allowance or require processing of a Change Order. Allowance amounts not used by the Owner will be deducted from the contract amount by Unilateral Change Order. All expenditures of Contract Allowances and uses of Owner Contingency shall be authorized in writing by the Owner before Contractor commences such work. Any work undertaken by Contractor without such express written permission of the DISTRICT shall be at the Contractor's risk and may not result in compensation. Contractor shall also be responsible for accurately tracking and accounting for all expenditures of these allowances or contingencies.

C. The following allowances remain the property of the Agency will be used only at the discretion of the District. Include allowance amount in base bid.

$50,000.00

D. Findings Regarding Specific Materials, Products, Things or Services for the Project. The District, nor the Agency, has not made findings pursuant to Public Contract Code Section 3400(b) regarding the use of specific materials, products, things and/or services that must be utilized for the Project.

End of Special Conditions

TECHNICAL SPECIFICATIONS

See DSA Approved Specification for A# 04-119169

and

DSA Approved Project Plans for A# 04-119169