

MOUNTAIN EMPIRE UNIFIED SCHOOL DISTRICT

REQUEST FOR BIDS

for the

**CAMPO ELEMENTARY WATER FACILITY RECONSTRUCTION
REHABILITATION OF EXISTING WELL NO. 1 AND 2**

SWRCB Project No. 3700018-001C

MEUSD Project No. 111-22-003

DSA Project No. 04-122492

Date of Issuance: August 26, 2024

Bids Due: September 26, 2024 at 2:00 PM (local time)

AT

**Mountain Empire Unified School District
District Office**

3291 BUCKMAN SPRINGS RD
PINE VALLEY, CA 91962

ATTENTION: MR. JACOB MANN, DIRECTOR OF FACILITIES AND CONSTRUCTION



THIS PAGE INTENTIONALLY LEFT BLANK

TABLE OF CONTENTS

	PAGE
NOTICE REQUESTING BIDS	1
SECTION B: INFORMATION FOR BIDDERS	3
IFB-1. Bids.....	3
IFB-2. Plan Holder Registration	3
IFB-3. Plans and Specifications.....	3
IFB-4. Documents to Rely Upon	3
IFB-5. Addenda.....	3
IFB-6. Examination of Documents, Site, and Conditions	3
IFB-7. Materials and Equipment Identified by Brand or Trade Names	4
IFB-8. Examination of Forms	4
IFB-9. Questions About Documents.....	4
IFB-10. Interpretations or Corrections.....	4
IFB-11. Required California Contractor's License	4
IFB-12. Required Experience of Bidders	5
IFB-13. Not Used	5
IFB-14. Not Used	5
IFB-15. Required Bonds.....	5
IFB-16. Warranty Period and Performance Bond	5
IFB-17. Surety Company.....	6
IFB-18. Liquidated Damages	6
IFB-19. Procurement of Permits and Licenses	6
IFB-20. Wage Rates	6
IFB-21. Apprentices on Public Works.....	6
IFB-22. Working Hours	6
IFB-23. Insurance	7
IFB-24. Adequate Sheeting, Shoring, and Bracing or Equivalent Method.....	7
IFB-25. Execution of Bids and Bid Forms	7
IFB-26. Submission of Bids	7
IFB-27. Signing the Bid Form.....	9
IFB-28. Bid Security	9
IFB-29. Irregular Bids.....	9
IFB-30. Withdrawal of Bid Prior to Bid Opening	9
IFB-31. Withdrawal of Bid after Bid Opening	9
IFB-32. Rejection of Bid.....	9
IFB-33. Bidders Interest in More Than One Bid Prohibited	10
IFB-34. Bid Rejection in Case of Collusion.....	10
IFB-35. Bid Protest	10
IFB-36. Award of Bid	10
IFB-37. Modification to Bid Schedule	11
IFB-38. Number of Copies	11
SECTION C: REQUIRED FORMS	13

DESIGNATION OF SUBCONTRACTORS (WITH BID).....	15
NON-COLLUSION DECLARATION (WITH BID)	19
BID BOND FORM (WITH BID).....	21
BID GUARANTEE FORM (WITH BID IF NO BID BOND)	25
BID FORM (WITH BID)	27
CERTIFICATE RE: WORKERS COMP (WITH BID)	35
SUBSTITUTION REQUEST FORM (WITH BID IF APPLICABLE)	37
AGREEMENT FORM	40
PAYMENT BOND	45
PERFORMANCE BOND	49
GUARANTEE.....	53
GENERAL CONDITIONS	55
SPECIAL CONDITIONS	89
ESCROW AGREEMENT	95
PWC-100 PROJECT INFORMATION FORM (SUBMIT WITH BID)	99
BIDDING SCHEDULE	101
GENERAL SCOPE SUMMARY	103
FORMAL CONTRACT	108
PAYMENT BOND	111
FAITHFUL PERFORMANCE BOND	115
WARRANTY FORM	119
PUBLIC WORKS PAYROLL REPORTING FORM.....	121
TECHNICAL SPECIFICATIONS FOR REHABILITATION OF EXISTING WELL NO. 1 AND 2, PREPARED BY NV5, INC., OCTOBER 2023.	

NOTICE REQUESTING BIDS

Mountain Empire Unified School District (MEUSD or Owner) is requesting bids from qualified firms (Bidders) for a 90 calendar day (calendar days from the Notice to Proceed) construction project to provide improvements related to the Rehabilitation of Existing Well No. 1 and 2 at Campo Elementary School.

The work generally includes furnishing all labor, materials, equipment and services for:

Rehabilitation of Well No. 1, including removing its sanitary seal and casing; over-reaming; installing new casing and sanitary seal; sealing off the bottom of the well; removing and reinstalling its pump, motor, column piping, and cabling; and relocating a fire hydrant impeding access to Well No. 1.
Rehabilitation of Well No. 2, including removing and relocating its existing concrete box; replacing upper portion of its casing; extending its concrete seal; cleaning plugged perforations; removing bacterial stringers; and removing and reinstalling its pump, motor, column piping, and cabling.

The above described goods and services are also referred to as the "Work." The Contract Documents are available for review and for download from the MEUSD website: <https://www.meusd.org/Departments/Facilities/Contractors---Bids--Prequalifications/index.html> . Hard copy sets may be purchased from the Design Engineer at the Design Engineer's cost of reproduction. Payment must be received prior to provision of hard copy sets. Contact Design Engineer's representative via email at address below. Parties that obtain the Contract Documents from the MEUSD website shall provide the party's contact information to Design Engineer at the email address noted below. Any addenda will be sent via email to parties registered with the Design Engineer.

Sealed envelopes, inclusive of Bids and supporting documents, must be delivered to and received by MEUSD prior to the day and time for opening of bids. Bids may be submitted via U.S. Mail or by hand delivery. Bids submitted via U.S. Mail shall be sent to Campo Elementary School, 3291 Buckman Springs Rd, Pine Valley, CA 91962. Bids may be hand delivered at Campo Elementary School beginning at 1:00 P.M. on the day of bid opening. Bids will be opened at Campo Elementary School, located at 3291 Buckman Springs Rd, Pine Valley, CA 91962, at **2:00 P.M. (local time) on September 26, 2024** at which time they will be publicly opened and read aloud. Any Bids received after this time will be returned unopened. The exterior of the sealed envelope shall be clearly marked as follows: BID ENCLOSED – DO NOT OPEN

A mandatory pre-bid meeting is scheduled for the Project. The meeting will commence at **3:00 P.M. (local time) on Thursday, August 29, 2024** at the project site (3291 Buckman Springs Rd, Pine Valley, CA 91962).

The Design Engineer's estimate for the Work is \$235,150.

Each Bidder shall demonstrate his/her experience applicable to this Project using the forms contained herein. Bidder shall provide all information requested on the forms and include in his/her bid. In order to be responsive, each Bidder's information must provide all requested information and fully demonstrate that the Bidder meets the minimum required experience

criteria and special requirements as stated in the Information for Bidders.

The successful Bidder shall not assign to the Project any individual to whom MEUSD expresses a reasonable objection and shall remove from the Project any individual MEUSD rejects with or without specific cause. A bid security bond, in an amount not less than ten (10) percent of the total Bid dollar amount, shall be submitted with each Bid. The successful Bidder shall be required to furnish a payment bond and a faithful performance bond as a condition precedent to its Contract to provide goods and services pursuant to this Notice Requesting Bids.


Each bidder must be and must require its contractors to be registered with the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1725.5, prior to submission of a Bid. No contractor or subcontractor may be listed on a bid proposal for a public works project, or may be awarded a contract for public work on a public works project, unless it registers with and pays an annual fee to the DIR. Each Bidder shall submit proof of current registration, and shall require subcontractors to submit proof of current registration, to MEUSD concurrent with its Bid Proposal.

As applicable for the goods and services Bid upon, pursuant to section 1770, of the California Labor Code, the successful Bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies may be obtained from State of California, Division of Labor Statistics and Research, (415) 557-0561. The successful Bidder shall post a copy of such determination at each job site in California. The Project is subject to compliance monitoring and enforcement by the DIR.

All questions relative to this Project prior to the opening of Bids shall be directed to MEUSD's Design Engineer, NV5, Inc. Questions for this project should be directed to NV5 at Ivana Mai via email: ivana.mai@nv5.com . The last date to submit questions related to this Project is by **11:00 AM (local time) on September 11, 2024**. It shall be understood, however, that no Specification interpretations may be made by telephone nor may any "or equal" be considered for approval during the Bid period. Conforming Bidders will submit packages in adherence to the Specifications. Conforming Bidders shall not be entitled to rely upon any information provided by MEUSD or MEUSD's Engineer unless such information is communicated via email.

MEUSD reserves the right to reject any or all Bids, to waive any informality in a Bid, and to make awards in the interest of MEUSD.

Pursuant to the California contractor's license requirements as stated in the Information for Bidders of the bidding documents, Bidder or Bidder's subcontractor shall be licensed in the classification of "A" and have a valid State Contractor's License Class C-57. Dated at Pine Valley, California this 5th day of August, 2024.

By: 

Jacob Mann
Director of Facilities and Construction
Mountain Empire Unified School District

*** * END OF NOTICE REQUESTING BIDS * * ***

SECTION B: INFORMATION FOR BIDDERS

IFB-1. Bids

In order to receive consideration, Bids must be made in accordance with the following instructions.

IFB-2. Plan Holder Registration

All plan holders or prospective Bidders shall register as plan holders by emailing the District Engineer's representative (NV5, Inc.) (ivana.mai@nv5.com). Registration is required in order to receive project Addenda. To be properly registered, Bidders shall provide the company name, name of person to be contacted for matters pertaining to the bidding of this project, email address and phone number for that person, and the mailing and physical address to contact that person.

IFB-3. Plans and Specifications

Plans and Specifications for the Work are available for download from the MEUSD website. Hard copy sets may be purchased at the Design Engineer's cost of reproduction. Payment must be received prior to provision of hard copy Plans and Specifications.

The Bidder to whom award is made may obtain two (2) sets of Plans (one (1) full size and one (1) half size) and one (1) set of Specifications for the Work at no cost from MEUSD or MEUSD's Agent.

IFB-4. Documents to Rely Upon

Only this RFB, including MEUSD-issued or Design Engineer-issued addenda, shall be relied upon for preparation of Bids, and unless specifically corroborated by the Request for Bids (RFB), any and all statements or representations made by MEUSD or other third parties regarding the Project prior, during, or after submission of Bids will not be binding.

IFB-5. Addenda

Addenda shall be in writing and shall become a part of this RFB. All addenda shall be covered in the Bid and shall be made a part of the Contract. Receipt of each issued addenda shall be acknowledged in the Bid Form.

IFB-6. Examination of Documents, Site, and Conditions

Before submitting a Bid, Bidders shall carefully examine all Contract Documents, and have visited the site of the Work in order to fully inform themselves as to all existing conditions and limitations. Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the Work for the Project will be or is now being performed, and the successful Bidder shall employ, as far as possible, such methods and means in carrying out his Work as will not cause any interruption or interference to others working at the site.

If, upon such examination, the Bidder believes that the plans or specifications are incomplete, the Bidder shall so notify MEUSD in writing. Submission of a Bid shall be considered prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be

IFB-7. Materials and Equipment Identified by Brand or Trade Names

Some materials and equipment specified in the Contract Documents may be identified by brand or trade names. Except where specified otherwise, it is the intent of the Contract Documents to allow Bidders to select such materials and equipment from two or more brands or trade names listed in the Specifications and in the Plans or from other brands or trade names of materials and equipment of equal quality and utility to those specified and in accordance with provisions contained in the Specifications. Where only one brand or trade name is listed followed by the words "or equal," only one brand or trade name was known to MEUSD's Design Engineer when preparing the Contract Documents or the product involves a unique or novel application required to be used in the public interest. Upon request of MEUSD or MEUSD's Design Engineer, the successful Bidder shall have ten (10) working days after issuance of the Notice to Proceed to submit data substantiating any request for substitution of "or equal" items.

IFB-8. Examination of Forms

The Bidder shall carefully examine any form contracts or bonds presented herein.

IFB-9. Questions About Documents

If any person contemplating submitting a Bid in response to this Request For Bids (RFB) is in doubt as to the true meaning of any part of this RFB, or finds discrepancies or omissions in any element thereof, s/he shall submit to MEUSD a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery.

IFB-10. Interpretations or Corrections

Interpretation or correction of this RFB will be made only by Addendum duly issued and a copy of such Addendum will be posted on the MEUSD website. All Bidders registered at the MEUSD website will receive an emailed notification of the Addendum. MEUSD will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

IFB-11. Required California Contractor's License

All Bidders or Bidder's subcontractor must be licensed in the classification of "A". All Bidders must have a valid California C-57 contractor's license, or shall engage a C-57 licensed subcontractor, for the type of work required on this Contract. No Bid will be considered which is not submitted by a Bidder duly licensed as a contractor in this State.

IFB-12. Required Experience of Bidders

In order to be responsive, Bidders must satisfy the following objective criteria:

- A. Relevant experience: Demonstrate project experience consisting of at least 3 successfully completed similar potable water well rehabilitation projects in southern California for public water systems. Similar projects are projects that are similar to this project in size, as measured by dollar value, complexity, means employed to conduct the work, and well ownership.

- B. References: Confirmation of successful completion of the referenced projects. Successful completion is judged based upon final cost, disputes management, coordination with plant operations and cooperation of contractor staff. Bidder shall provide this information in the forms contained in Bid Form. Bidder shall provide all requested information and submit the completed forms with his/her bid.

To this end, each Bid shall be supported by, and evaluated based upon, the references statements and documentation submitted by Bidder.

IFB-13. Not Used

IFB-14. Not Used

IFB-15. Required Bonds

The successful Bidder, simultaneously with the execution of the Contract, will be required to furnish a payment bond in an amount equal to one hundred (100) percent of the Contract Price and a faithful performance bond in an amount equal to one hundred (100) percent of the Contract Price. Such bonds shall be executed by an admitted surety approved to conduct business in the state of California, pursuant to California Code of Civil Procedure Section 995.120. All Bidders are notified that all bonds required to be submitted relating to this Project must comply with California Code of Civil Procedure Section 995.630 and be executed by a person authorized by virtue of a valid Power of Attorney which is in effect and on file with the County Clerk of the County of San Diego.

IFB-16. Warranty Period and Performance Bond

The performance bond shall extend through the warranty period as specified in the General Conditions.

IFB-17. Surety Company

All required bonds shall be secured from a surety company satisfactory to MEUSD. MEUSD shall be supplied either with: (1) proof of a minimum rating of A, according to the current edition of Best's Key Rating Guide for the coverage being offered; or (2) the information described in § 995.660 (a)(1) through (4) of the California Code of Civil Procedure.

IFB-18. Liquidated Damages

Liquidated damages shall be one thousand five hundred Dollars (\$1,500) per calendar day for each day of delay beyond the Contract Time prescribed to complete all Work.

IFB-19. Procurement of Permits and Licenses

Unless otherwise stated, the successful Bidder shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the Work.

All substance removal work shall be in conformance with the Business and Professions Code and with other applicable California and Federal laws.

IFB-20. Wage Rates

California Prevailing Wage Rates

As applicable to Bidder's Work and pursuant to Sections 1770 et seq. of the California Labor Code, the successful Bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies may be obtained from State of California, Division of Labor Statistics and Research, (415) 557-0561. The successful Bidder shall post a copy of such determination at each job site. The successful Bidder may be subject to penalties for paying less than prevailing wage per Labor Code Section 1775. The successful Bidder shall, as a penalty to MEUSD, forfeit Two-Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the specified prevailing rates for such work or craft in which such worker is employed, whether paid by the successful Bidder or by any subcontractors under him unless the requirements of Labor Code Section 1775(b) are met. The successful Bidder's obligations under this paragraph shall, upon assignment of this Work, become the responsibility of the General Contractor.

IFB-21. Apprentices on Public Works

The successful Bidder shall comply with all applicable provisions of Section 1777.5 and 1777.6 of the California Labor Code relating to employment of apprentices on public works. Additional information is provided at General Conditions section GC7-2.

IFB-22. Working Hours

The successful Bidder shall comply with all applicable provisions of Sections 1810 to 1815, inclusive, of

the California Labor Code relating to working hours. The Contractor shall, as a penalty to MEUSD, forfeit twenty-five dollars (\$25.00) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than one and a half (1-1/2) times the basic rate of pay.

IFB-23. Insurance

The Contractor shall provide insurance for this Project in accordance with the provisions stated in the GENERAL CONDITIONS. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor or the Contractor's sureties.

IFB-24. Adequate Sheeting, Shoring, and Bracing or Equivalent Method

Each bid shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to applicable safety orders.

IFB-25. Execution of Bids and Bid Forms

Bids shall be properly executed upon the Bid Forms attached to and made part of these Contract Documents. No Bid will be considered unless it is made upon such Bid Forms and it is submitted with the book of Contract Documents also provided herewith. All Bids shall be made in accordance with applicable statutes of the State of California, applicable local laws, and as specified in this Contract Document. Numbers shall be stated both in writing and in figures where so required. In case of a difference in written words and figures, the amount stated in written words shall govern. The completed forms shall be without interlineations, alterations, or erasures.

IFB-26. Submission of Bids

- A. Sealed bids shall be delivered as instructed herein and in the Notice Requesting Bids during the two hour time period before the hour set for the opening of Bids and in the hands of the officials as designated in the Notice Requesting Bids. No prior delivery of bids will be accepted. It is the sole responsibility of the Bidder to see that his Bid is received during the proper time. Bids received after the scheduled closing time for receipt of Bids will be returned to the Bidder unopened. Bids shall be submitted in a sealed envelope. The outside, upper left-hand corner of the envelope shall be marked as follows:

OFFICIAL BID - DO NOT OPEN
Mountain Empire Unified School District
Rehabilitation of Existing Well No. 1 and 2
Bid Open Date: September 26, 2024
Bid of: _____(Bidder)

- B. No Bid will be considered unless it is made upon the Bid Forms (Bidding Documents) contained in and submitted with the Bid Submittal Package. Bid Forms may be considered irregular and may be rejected by MEUSD if they show any alterations of form, unauthorized additions, unauthorized conditional or alternate Bids, incomplete Bids, obviously unbalanced prices,

erasures, or irregularities of any kind. No Bid will be considered unless accompanied by the Bid Security in the type and amount set forth in Information for Bidders. The Bid Submittal Package shall consist of the Required Forms in Section C and include the following information:

1 – Bid Form:

_____ Designation of Subcontractors (Attachment 01)

_____ Non-Collusion Declaration (Attachment 02)

_____ Bid Bond Form (Attachment 03)

_____ Bid Guarantee Form (Attachment 03A)

_____ Bid Form (Attachment 04)

_____ Contractor's Certificate Regarding Workers' Compensation Form (Attachment 05)

_____ PWC-100 Project Information Form (Attachment 21)

2 – Additional Forms

_____ Agreement Form (Attachment 07)

_____ Payment Bond (Attachment 08)

_____ Performance Bond (Attachment 09)

_____ Guarantee (Attachment 10)

_____ Escrow Agreement (Attachment 13)

_____ Formal Contract

_____ Payment Bond

_____ Faithful Performance Bond

_____ Public Works Payroll Reporting Form

- C. The Bids will be publicly opened and read at the time and place designated in the Notice Requesting Bids. MEUSD reserves the right to reject any or all Bids and to waive any informality, irregularity, and nonconformity when deemed advisable for the public good.
- D. Bids shall contain a certification that the Total Bid Price requests sufficient funds to allow the successful Bidder to comply with all applicable laws or regulations governing the labor or services to be provided under the Contract. The successful Bidder also agrees to indemnify MEUSD for liabilities and penalties for violations of Labor Code section 2810.

IFB-27. Signing the Bid Form

The Bid shall include the legal name of the Bidder; identify the Bidder as a sole proprietor, a partnership, a corporation, or any other legal entity; be signed by the person or persons legally authorized to bind the Bidder to a contract for the execution of the Work (a Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder); and, the signature of all persons signing shall be in longhand.

IFB-28. Bid Security

Each Bid shall be accompanied by a certified check, cashier's check, cash or bid bond, executed by an admitted surety approved to conduct business in the state of California pursuant to California Code of Civil Procedure Section 995.120, acceptable to MEUSD in an amount equal to at least ten (10) percent of the Bid, payable without condition to MEUSD as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Proposal and in manner and form required by these Contract Documents and will furnish the specified bonds. The bid securities will be retained until the Contract is signed and satisfactory bonds furnished, or other disposition made thereof.

IFB-29. Irregular Bids

Bids may be considered irregular and may be rejected by MEUSD if they show any alterations of form, unauthorized additions, unauthorized conditional or alternate bids, incomplete bids, recapitulations, obviously unbalanced prices, erasures, or irregularities of any kind. No Bid will be considered unless accompanied by the Bid Security in the type and amount specified. No oral, facsimile, telephonic, mailed, electronic (e.g. transmitted via e-mail or flash drive), or modified Bids will be considered.

IFB-30. Withdrawal of Bid Prior to Bid Opening

Any Bidder may withdraw his Bid, either personally or by written request, at any time prior to the scheduled closing time for receipt of Bids.

IFB-31. Withdrawal of Bid after Bid Opening

A Bidder may request to withdraw his Bid after the opening of Bids if a mistake was made in preparing the Bid. A Bidder desiring to withdraw shall give written notice to MEUSD within two (2) days after the opening of Bids, specifying in detail how the mistake occurred and how the mistake made the Bid materially different than it was intended to be. Withdrawal will be permitted for mistakes made in filling out the Bid provided the Bidder establishes, to MEUSD's satisfaction, that such a mistake was made. Withdrawal will not be permitted for mistakes resulting from errors in judgment or carelessness in inspecting the site of the Work or in reading the Plans and Specifications. The decision to accept or reject a request for withdrawal shall be solely MEUSD's.

IFB-32. Rejection of Bid

MEUSD reserves the right to accept or reject any or all Bids and to waive any informality, irregularity, and nonconformity in the Bids received when deemed advisable for the public good.

IFB-33. Bidders Interest in More Than One Bid Prohibited

No person, firm, partnership, association or corporation, under the same or different name, shall make, file, or be interested in more than one Bid for the same Work unless alternate Bids are called for. A person, firm, or corporation who has submitted a sub-bid to a Bidder, or who has quoted prices on materials to a Bidder, is not thereby disqualified from submitting a sub-bid or quoting prices to other Bidders.

IFB-34. Bid Rejection in Case of Collusion

Reasonable grounds for believing that any Bidder is interested in more than one Bid will cause the rejection of all Bids in which such a Bidder is interested. Any or all Bids can be rejected by MEUSD if MEUSD has reason for believing that collusion exists among any of the Bidders.

IFB-35. Bid Protest

- A. Circumstances of Bid Protest: Bid protest may be initiated under two circumstances.
 - 1. Unsuccessful Bidder: Any unsuccessful Bidder may file a written protest within forty-eight (48) hours from the time of notice of intent to award.
 - 2. Non-Responsive or Non-Responsible Bidders: If the apparent low Bidder is found to be non-responsive, non-responsible, the General Manager of the MEUSD will notify the affected Bidder by certified mail, return receipt. The affected Bidder may file a written Bid protest within forty-eight (48) hours of receipt of such notice.
- B. Procedures for Bid Protest: Written protests shall be filed with the Director of Facilities and Construction of the MEUSD and shall contain the following: (1) factual statement of the protest; (2) relief sought; (3) bond with good and solvent surety authorized to do business in California in an amount equal to twenty-five percent (25%) of the successful Bid. The Director of Facilities and Construction of the MEUSD shall immediately determine whether there is a factual basis for the protest. Within ten (10) days after the receipt of the written protest, the Director of Facilities and Construction of the MEUSD shall issue factual findings and a written decision, either granting or denying the protest. Both the successful Bidder and unsuccessful (protesting) Bidder shall be provided copies of the findings and decision of the Director of Facilities and Construction of the MEUSD. The decision of the Director of Facilities and Construction is final.
- C. Any party aggrieved by the decision of the Director of Facilities and Construction may file a protest appeal to the MEUSD Board of Education within ten (10) days after the said General Manager has issued a decision in the matter. The MEUSD shall set the matter for hearing at a Board of Education meeting occurring after receipt of the appeal. At the hearing, the MEUSD Board of Education shall consider the evidence introduced by the interested parties, and shall issue its decision within thirty (30) days after the hearing.

IFB-36. Award of Bid

MEUSD, through its duly authorized body or agent, will award the Contract to the lowest responsible and responsive Bidder complying with these instructions including the required experience, or all Bids will be rejected as soon as practicable after the date of opening of Bids. The Award, if made, will be

within ninety (90) calendar days after the opening of Bids, and a Notice of Award will be sent to the successful Bidder by certified mail. The low Bid will be determined by the Total Bid Price identified on the Bids.

IFB-37. Modification to Bid Schedule

MEUSD may make modifications to the Bid Schedule for the Work after selecting a Bidder, in accordance with the procedures described in the Contract. Such changes may amount to partial or complete elimination of individual bid items, addition, or modification of bid items or minor clarification of the Work. Modifications to the bid items shall be negotiated with the successful Bidder based on the submitted unit prices, and the contract price will be adjusted accordingly. Modifications to the Bid Schedule shall not decrease or increase the overall contract price by +/- 30% of the original bid contract price.

IFB-38. Number of Copies

The Contract and the bonds will be executed in three original counterparts.

*** * END OF INFORMATION FOR BIDDERS * * ***

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION C: REQUIRED FORMS

THIS PAGE INTENTIONALLY LEFT BLANK

Mt. Empire Unified School District

CAMPO ELEMENTARY WATER FACILITY RECONSTRUCTION REHABILITATION OF EXISTING WELL NO. 1 AND 2

SWRCB PROJECT NO. 3700018-001C

DSA PROJECT NO. 04-122492

ATTACHMENT 01

DESIGNATION OF SUBCONTRACTORS (WITH BID)

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.,) and any amendments thereof, each Bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

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

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

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

DESIGNATION OF SUBCONTRACTORS FORM

Scope of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	DIR Registration Number	<i>E-Mail & Telephone*</i>

Scope of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	DIR Registration Number	<i>E-Mail & Telephone*</i>

* This information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible for ensuring the District receives this information in a timely manner. The District is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the District, the District's determination of whether the information was received timely shall govern and be determinative. The bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities, or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder.

Proper Name of Bidder:

Date:

Name:

Signature of Bidder Representative:

Address:

Phone:

Mt. Empire Unified School District

CAMPO ELEMENTARY WATER FACILITY RECONSTRUCTION REHABILITATION OF EXISTING WELL NO. 1 AND 2

SWRCB PROJECT NO. 3700018-001C

DSA PROJECT NO. 04-122492

ATTACHMENT 02 NON-COLLUSION DECLARATION (WITH BID)

NON-COLLUSION DECLARATION

The undersigned declares:

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

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

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

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

Signed: _____

Typed Name: _____

Mt. Empire Unified School District

CAMPO ELEMENTARY WATER FACILITY RECONSTRUCTION REHABILITATION OF EXISTING WELL NO. 1 AND 2

SWRCB PROJECT NO. 3700018-001C

DSA PROJECT NO. 04-122492

ATTACHMENT 03

BID BOND FORM (WITH BID)

BID BOND FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and _____ (hereafter called "Surety"), are hereby held and firmly bound unto the _____ MOUNTAIN EMPIRE UNIFIED SCHOOL DISTRICT (hereafter called "Owner") in the sum of _____ (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached.

hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of _____.

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates, and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway 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 the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

By _____

(Corporate Seal)

Principal's Signature

Typed or Printed Name

Principal's Title

By

(Corporate Seal)

Surety's Signature

Typed or Printed Name

Title

(Attached Attorney in Fact
Certificate)

Surety's Name

Surety's Address

Surety's Phone Number

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

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).

THIS PAGE INTENTIONALLY LEFT BLANK

Mt. Empire Unified School District

CAMPO ELEMENTARY WATER FACILITY RECONSTRUCTION REHABILITATION OF EXISTING WELL NO. 1 AND 2

SWRCB PROJECT NO. 3700018-001C

DSA PROJECT NO. 04-122492

ATTACHMENT 03A

**BID GUARANTEE FORM (WITH BID IF NO
BID BOND)**

BID GUARANTEE FORM

(Use only when not using a Bid Bond)

Accompanying this proposal is a cashier's check payable to the order of the Mountain Empire Unified School District or a certified check payable to the order of the Mountain Empire Unified School District in an amount equal to ten percent (10%) of the base bid and alternates (\$_____).

The proceeds of this check shall become the property of said Owner, if, this proposal shall be accepted by the Owner through the Owner's Governing Board, and the undersigned fails to execute a Contract with and furnish the sureties required by the Owner within the required time; otherwise, said check is to be returned to the undersigned.

Bidder

Note: Use this form, in lieu of Bid Bond form, when a cashier's check or certified check is accompanying the bid

Mt. Empire Unified School District

CAMPO ELEMENTARY WATER FACILITY RECONSTRUCTION REHABILITATION OF EXISTING WELL NO. 1 AND 2

SWRCB PROJECT NO. 3700018-001C

DSA PROJECT NO. 04-122492

ATTACHMENT 04

BID FORM (WITH BID)

BID FORM

FOR
MOUNTAIN EMPIRE UNIFIED SCHOOL DISTRICT

Campo Elementary Water Facility Reconstruction
Rehabilitation of Existing Well No. 1 and 2

CONTRACTOR NAME:

ADDRESS:

TELEPHONE:

FAX:

EMAIL

TO: Mountain Empire Unified School District, acting by and through its Governing Board, herein called "Owner".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the Owner, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

MEUSD PROJECT NO.111-22-003

Campo Elementary Water Facility Reconstruction

Rehabilitation of Existing Well No. 1 and 2

in the Owner described above, all in strict conformance with the drawings and other Contract Documents on file at the Owner Offices of said Owner for amounts set forth herein.

Bid Item No.	Item Description	Quantity	Units	Unit Rate	Total Cost
1	Mobilization, Bonding, and Insurance	1	LS		
2	Sheeting, Shoring & Bracing	1	LS		
3	Remove and Reinstall Column Piping	1	LS		
4	Establish and Maintain Percolation Areas	1	LS		
5	Pre-Rehabilitation Well Pumping, Sample Acquisitions, and Groundwater Level Measurement for Well No. 1	1	LS		
6	Remove and Relocate Existing Utility Box Housing Well No. 2	1	LS		
7	Pre-Rehabilitation Well No. 1 and 2 Interior Video Inspections	2	EA		
8	Rehabilitation of Well No. 1 – Remove Existing PVC Liner, Interior Sanitary Seal, steel casing, and exterior sanitary seal	1	LS		
9	Rehabilitation of Well No. 1 – Drill a 15" (minimum) Conductor Casing Borehole and Install Conductor Casing and Sanitary Seal	135	VF		
10	Rehabilitation of Well No. 1 - Geophysics, Caliper Survey, Plumbness, and Alignment Tests	1	LS		
11	Rehabilitation of Well No. 1 – Furnish and Install Concrete Seal in Bottom of Well and Transition Seal (30 Mesh Sand)	1	LS		

Bid Item No.	Item Description	Quantity	Units	Unit Rate	Total Cost
12	Rehabilitation of Well No. 1 – Equip Well – Reinstall Pump, Motor, and Column Piping	1	LS		
13	Rehabilitation of Well No. 1 – Constant Rate Drawdown Pump Test with Re-Installed Existing Well Pump	4	HR		
14	Rehabilitation of Well No. 1 – Disinfection	1	LS		
15	Rehabilitation of Well No. 2 – Excavate As Required to Competent Casing Material	1	LS		
16	Rehabilitation of Well No. 2 – Replace Steel Casing and Concrete Seal	1	LS		
17	Rehabilitation of Well No. 2 – Place Cement Grout Seal to Secure Interior Casing	1	LS		
18	Rehabilitation of Well No. 2 – Equip Well – Reinstall Pump, Motor, and Column Piping	1	LS		
19	Rehabilitation of Well No. 2 – Disinfection	1	LS		
20	Post-Rehabilitation Well Interior Video Inspections - Well No. 1 & 2	2	EA		
21	Post-Rehabilitation Well Pumping, Sample Acquisitions, and Groundwater Level Measurement - Well No. 1 & 2	1	LS		
22	Fencing and Gates at Well No. 1	1	LS		
23	Asphalt Repair Near Well No. 1	500	SF		
24	Relocation of Fire Hydrant Near Well No. 1	1	LS		
25	Site Cleanup and Restoration, Demobilization	1	LS		
26	Booster Pump Control Panel Replacement, VFD Installations, and Check Valve Replacements	1	LS		
27	Change Order Allowance				\$ 10,000

***End of Bid Form. No Additive or Deductive Bid Items ***

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number	Number	Number	Number	Number	Number	Number
_____	_____	_____	_____	_____	_____	_____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

_____ DOLLARS (\$_____)

Bidder shall total the extended amounts provided in the bid schedule to determine total bid price entered above. The low bid will be determined based on the total bid price listed above.

Total Cash Purchase Price includes:

- **An Allowance of Ten Thousand Dollars (\$10,000.00) for unforeseen conditions**

4. TIME FOR COMPLETION: The Owner may give a notice to proceed within ninety (90) calendar days of the award of the bid by the Owner. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, and the requisite time to complete Punch List.

In the event that the Owner desires to postpone giving the notice to proceed beyond this ninety (90) calendar day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the Owner. It is further expressly understood by the Contractor that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving notice to proceed.

It is understood that the Owner reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) calendar days after the date set for the opening of bids.

5. Attached is bid security in the amount of not less than ten percent (10%) of the bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

- 6. The required List of Designated Subcontractors is attached hereto.
- 7. The required Non-Collusion Declaration is attached hereto.
- 8. The Substitution Request Form, if applicable, is attached hereto.
- 9. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the Owner a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the Owner the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the Owner's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

10. 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 the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

11. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.
12. LISTING OF SUBCONTRACTORS.

The name, California Contractor’s license number, and location of place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvements in an amount in excess of one-half of one percent (0.5%) of the Contractor’s total Bid, and the portion of the Work which will be done by each subcontractor is set forth as follows. Circumvention by the Contractor of the requirement to list subcontractors by the device of listing one subcontractor who will in turn sublet portions constituting the majority of the Work covered by this Contract shall be considered a violation of Chapter 4 of the California Public Contract Code and shall subject the Contractor to the penalties set forth in Sections 4110 and 4111 of said Code. Contractor shall conduct substitutions of subcontractors in compliance with Public Contract Code Sections 4107 and 4107.5 detailing the process and conditions under which a public agency may consent to a subcontractor substitution. Attach additional sheets if necessary.

Subcontractor’s Name & License Class and Number	Place of Business	Value of Work (\$)	Type of Work	DIR Public Works Contractor Registration Number

13. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: _____

License Expiration Date: _____

Name on License: _____

Class of License: _____

DIR Registration Number: _____

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

14. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the Owner may declare the bidder's bid deposit or bond forfeited as damages.
15. The bidder declares that he/she has carefully examined the location(s) of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Special Conditions, Addenda, Specifications, and all other documents contained in the Project Manual, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided, and representations made in this bid are true and correct.

Proper Name of Company

Name of Bidder Representative

Street Address

City, State, and Zip

Phone Number

Fax Number

E-Mail

By: _____
Signature of Bidder Representative

Date: _____

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

All signatures must be marked in permanent blue ink.

Mt. Empire Unified School District

CAMPO ELEMENTARY WATER FACILITY RECONSTRUCTION REHABILITATION OF EXISTING WELL NO. 1 AND 2

SWRCB PROJECT NO. 3700018-001C

DSA PROJECT NO. 04-122492

ATTACHMENT 05

**CERTIFICATE RE: WORKERS COMP (WITH
BID)**

CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION FORM

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public Owner, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code Section 3700 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 provision before commencing the performance of the work of this Contract.

(Signature)

(Print)

(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

Contractor's Certificate Regarding Workers' Compensation

Mt. Empire Unified School District

CAMPO ELEMENTARY WATER FACILITY RECONSTRUCTION REHABILITATION OF EXISTING WELL NO. 1 AND 2

SWRCB PROJECT NO. 3700018-001C

DSA PROJECT NO. 04-122492

ATTACHMENT 06

**SUBSTITUTION REQUEST FORM (WITH BID
IF APPLICABLE)**

REQUEST FOR SUBSTITUTION AT TIME OF BID

Pursuant to Public Contract Code Section 3400, bidder submits the following request to substitute with the bid that is submitted. I understand that if the request to substitute is not “an/or equal” or is not accepted by District and I answer “no” I will not provide the specified item, then I will be held non-responsive, and my bid will be rejected. With this understanding, I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specification Section	Specified Item	Requested Substituted Item	Contractor Agrees to Provide Specified Item if Request to substitute is Denied ¹ (Circle One)	District Decision
1.				Yes No	Grant Deny
2.				Yes No	Grant Deny
3.				Yes No	Grant Deny
4.				Yes No	Grant Deny
5.				Yes No	Grant Deny
6.				Yes No	Grant Deny
7.				Yes No	Grant Deny
8.				Yes No	Grant Deny
9.				Yes No	Grant Deny
10.				Yes No	Grant Deny
11.				Yes No	Grant Deny
12.				Yes No	Grant Deny

¹ Bidder must state whether bidder will provide the Specified Item in the event the Substitution request is evaluated and denied. If the bidder states that the bidder will not provide the Specified Item, the denial of a request to Substitute shall result in the rejection of the bidder as non-responsive. However, if the bidder states that bidder will provide the Specified Item in the event that bidder’s request for Substitution is denied, bidder shall execute the Agreement and provide the Specified Item(s). If bidder refuses to execute the Agreement due to the District's decision to require the Specified Item(s) at no additional cost, bidder’s Bid Bond shall be forfeited.

This Request Form must be accompanied by evidence as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) Contractor agrees to pay for any DSA Fees or other Governmental Plan check costs associated with this Substitution Request. (See General Conditions Section 3.6)

The undersigned states that the following paragraphs are correct:

1. The proposed Substitution does not affect the dimensions shown on the Drawings.
2. The undersigned will pay for changes to the building design, including Architect, engineering, or other consultant design, detailing, DSA plan check or other governmental plan check costs, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the Contract Time, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.
5. In order for the Architect to properly review the substitution request, within five (5) days following the opening of bids, the Contractor shall provide samples, test criteria, manufacturer information, and any other documents requested by Architect or Architect's engineers or consultants, including the submissions that would ordinarily be required under Article 3.7 for Shop Drawings along with a document which provides a side by side comparison of key characteristics and performance criteria (often known as a CSI side by side comparison chart).
6. If Substitution Request is accepted by the District, Contractor is still required to provide a Submittal for the substituted item pursuant to Article 3.7 and shall provide required Schedule information (including schedule fragments, if applicable) for the substituted item as required under Article 8.3.2.1. The approval of the Architect, Engineer, or District of the substitution request does not mean that the Contractor is relieved of Contractor's responsibilities for Submittals, Shop Drawings, and schedules under Article 3.7 and 8.3.2 if the Contractor is awarded the Project.

Name of Bidder: _____

By: _____

District: _____

By: _____

Mt. Empire Unified School District

CAMPO ELEMENTARY WATER FACILITY RECONSTRUCTION REHABILITATION OF EXISTING WELL NO. 1 AND 2

SWRCB PROJECT NO. 3700018-001C

DSA PROJECT NO. 04-122492

ATTACHMENT 07

AGREEMENT FORM

AGREEMENT FORM

THIS AGREEMENT, entered into this ____ day of _____, 2024 in the County of San Diego of the State of California, by and between the Mountain Empire Unified School District, hereinafter called the "Owner" or the "District", and _____, hereinafter called the "Contractor".

WITNESSETH that the Owner and the Contractor for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK: Campo Elementary Water Facility Reconstruction, Rehabilitation of Existing Well No. 1 and 2

The Project consists of the rehabilitation of two existing potable water wells and improvements to the electrical system at the domestic booster pump station at Campo Elementary School , as shown in Contract Documents prepared by NV5, Inc., 15092 Avenue of Science, Suite 200, San Diego, CA 92128; All work as necessary for the life and safety of the general public shall be in compliance with the work as shown on the contract documents.

The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any 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 District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The Owner may give notice to proceed within ninety (90) calendar days of the award of the bid by the Owner. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.46) of the Work within one hundred and two (110) calendar days from effective date contained in the Notice to Proceed. This shall be called Contract Time. (See Article 8.1.1). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project is adequate for the timely and proper completion of the Project within the Contract time.

In the event that the Owner desires to postpone giving the notice to proceed beyond this ninety (90) calendar day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the Owner. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the Owner's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the Owner within ten (10) days after receipt by the Contractor of the Owner's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the Owner, the Owner shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the Owner the sum of One Thousand Two Hundred Dollars (\$1,200) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the Owner may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions).

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of _____ DOLLARS (\$ _____), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Allowances:

The following Allowances are to be included in the Contract Price and are to only be used at the written direction of the District or its representative:

- a) Unforeseen Site Conditions - \$10,000

Any unused portion of these allowances shall be returned to the District by deductive change order upon completion of the Project.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the Owner, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the Owner and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, Owner, Architect, Engineer/Geologist, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner.
- (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner.
- (c) Any dispute between Contractor and Contractor's subcontractors/suppliers/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier, or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

(d) Any claims, allegations, penalties, assessments, or liabilities to the extent caused by the Contractor's failure or the failure of any Subcontractor of any tier, to fully comply with the DIR registration requirements under Labor Code section 1725.5 at all times during the performance of any Work on the Project and shall reimburse the District for any penalties assessed against the District arising from any failure by the Contractor or any Subcontractor of any tier from complying with Labor Code sections 1725.5 and 1771.1. Nothing in this paragraph, however, shall require the Contractor or any Subcontractor to be liable to the District or indemnify the District for any penalties caused by the District in accordance with Labor Code section 1773.3 (g).

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the Owner, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Designation of Subcontractors
Non-Collusion Declaration
Bid Bond
Bid Form
Contractor's Certificate Regarding Worker's Compensation
Agreement Form
Payment Bond
Performance Bond
Guarantee
Retention of 5% Total Contract Price Paid Upon Completion and Punch Acceptance
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement
Automobile Liability Endorsement
General Conditions
Special Conditions
Specifications
All Addenda as Issued
Drawings/Plans
Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders

All of the above-named Contract Documents are intended to be complementary. Work required by one of the above-named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the Owner and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

- 1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
- 2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the Owner and the Contractor shall be subject to examination and audit for a period of three (3) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR’S LICENSE: The Contractor must possess throughout the Project an “A” license and a Class C57 Contractor’s License, issued by the State of California, which must be current and in good standing throughout project execution.

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

Mountain Empire Unified School District

CONTRACTOR:

Patrick Keeley

Typed or Printed Name

Typed or Printed Name

Superintendent
Title

Title

Signature

Signature

Dated: _____

Type or Printed Name

Title (Authorized Officers or Agents)

Signature
(CORPORATE SEAL)

Mt. Empire Unified School District

CAMPO ELEMENTARY WATER FACILITY RECONSTRUCTION REHABILITATION OF EXISTING WELL NO. 1 AND 2

SWRCB PROJECT NO. 3700018-001C

DSA PROJECT NO. 04-122492

ATTACHMENT 08

PAYMENT BOND

PAYMENT BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the MOUNTAIN EMPIRE UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____, (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: Campo Elementary Water Facility Reconstruction, Rehabilitation of Well No. 1 and 2 (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the MOUNTAIN EMPIRE UNIFIED SCHOOL DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$ _____), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will 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 said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or 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 for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or 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 therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any 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 the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the:

THIS PAGE INTENTIONALLY LEFT BLANK

Mt. Empire Unified School District

CAMPO ELEMENTARY WATER FACILITY RECONSTRUCTION REHABILITATION OF EXISTING WELL NO. 1 AND 2

SWRCB PROJECT NO. 3700018-001C

DSA PROJECT NO. 04-122492

ATTACHMENT 09

PERFORMANCE BOND

PERFORMANCE BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the MOUNTAIN EMPIRE UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: Campo Elementary Water Facility Reconstruction, Rehabilitation of Existing Well No. 1 and 2 (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her 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 said Contract and any alteration thereof made as therein provided, on his or her 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 guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without

limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Oblige under the Contract and any modifications thereto, less the amount previously paid by the Oblige to the Principal, less any withholdings by the Oblige allowed under the Contract. Oblige shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Oblige may reject any agent or contractor which may be proposed by Surety in the fulfilment of its obligations in the event of default by the Principal. Unless otherwise agreed by Oblige, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Oblige and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Oblige is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Oblige's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

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

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

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$_____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service for
service of process in California)

Telephone: _____

Telephone: _____

A notary public or other office 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)

) ss.

COUNTY OF)

On _____, before me, _____, personally appeared _____, who proved 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) as the Attorney-in-Fact of _____ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

Notary Public in and for said State.

(SEAL)

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

Mt. Empire Unified School District

CAMPO ELEMENTARY WATER FACILITY RECONSTRUCTION REHABILITATION OF EXISTING WELL NO. 1 AND 2

SWRCB PROJECT NO. 3700018-001C

DSA PROJECT NO. 04-122492

ATTACHMENT 10

GUARANTEE

GUARANTEE

Guarantee for _____. We hereby guarantee that the _____, which we have installed in has been done in accordance with the Contract Documents, including without limitation, the drawings, and specifications, and that the work as installed will fulfill the requirements included in the bid documents. The undersigned and its surety agree to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of one year from the date of the Notice of Completion of the above-mentioned structure by the Mountain Empire Unified School District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned or its surety fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by the Owner, but not later than ten (10) days after being notified in writing by the Owner or within forty-eight (48) hours in the case of an emergency or urgent matter, the undersigned and its surety authorizes the Owner to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the Owner's enforcement of this Guarantee.

Countersigned

(Proper Name)

(Proper Name)

By: _____

By: _____

(Signature of Subcontract or Contractor)

(Signature of General Contractor if for
Subcontractor)

Representatives to be contacted for service:

Name: _____

Address: _____

Phone Number: _____

Mt. Empire Unified School District

CAMPO ELEMENTARY WATER FACILITY RECONSTRUCTION REHABILITATION OF EXISTING WELL NO. 1 AND 2

SWRCB PROJECT NO. 3700018-001C

DSA PROJECT NO. 04-122492

ATTACHMENT 11

GENERAL CONDITIONS

GENERAL CONDITIONS

ARTICLE 1 DEFINITIONS

1. Action of the Governing Board is a vote of a majority of the District's governing board.
2. Approval means written authorization through action of the governing board unless specific delegation of approval authority is delegated to a District representative.
3. As shown, as indicated, as detailed refers to drawings accompanying this specification.
4. Contract, Contract Documents includes all contract documents to wit: Notice inviting Bids, Instructions to Bidders, Bid Form, Designation of Subcontractors, Performance Bond, Payment Bond, Certificates of Insurance, Insurance Policies, General Conditions, Special Conditions, if any, Drawings, Plans, Specifications, the Agreement and all modifications, addenda, and amendments thereto.
5. Contractor, District and Architect are those mentioned as such in the Agreement. They are treated throughout the contract as if they are of singular number and neutral gender.
6. Locality in which the work is performed means the county in which the public work is done.
7. Project is the planned undertaking as provided for in the contract documents by District and Contractor.
8. Provide shall include "provide complete in place", that is, "furnish & install".
9. Safety Orders are those issued by the Division of Industrial Safety and OSHA Safety and Health Standards for construction.
10. Standards, Rules and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified.
11. Subcontractor, as used herein, includes those having direct contract with Contractor and one who furnishes material worked to a special design according to plans, drawings, and specifications for this work, but does not include one who merely furnishes material not so worked.
12. Surety is the person, firm, or corporation that executes as surety the Contractor's Performance Bond and Payment Bond.
13. Work of the Contractor or subcontractor includes labor or materials (including, without installation, equipment and appliances) or both, incorporated in, or to be incorporated in the construction covered by the complete Contract.
14. Workers include laborer, worker or mechanic.

ARTICLE 2 LAWS CONCERNING THE DISTRICT A PART HEREOF

Contract is subject to all provision of the Constitution of Laws of California governing, controlling or effecting District, or the property, funds operations, or powers of District, and such provisions are by his reference made a part hereof and of Contract.

ARTICLE 3 SITE INVESTIGATION

Before bidding on this work, Contractor shall make a careful investigation of the site and thoroughly familiarize himself with the requirement of the Contract. By the act of submitting a bid for the work included in this Contract, Contractor shall be deemed to have made such study and investigation and that Contractor is familiar with and accepts the conditions of the site.

ARTICLE 4 STATUS OF CONTRACTOR

Contractor is and shall at all times be deemed to be an independent Contractor and shall be wholly responsible for the

manner in which it performs the services required of it by the terms of this contract.

Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District, or any of the District's employees or agents, and Contractor or any of Contractor's agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be entitled to any rights or privileges of District employees. District shall be permitted to monitor the activities to determine compliance with the terms of this Contract. Contractor and subcontractors are required by law to be licensed and regulated by the Contractors State License Board.

ARTICLE 5 CONTRACTOR'S SUPERVISION

A. During progress of the work, Contractor shall keep on the premises (including both the site and the plant) a superintendent satisfactory to District. Before commencing the work herein, Contractor shall give written notice to District of the name and a Statement of Qualifications of such superintendent. Superintendent shall not be changed except with written consent of District, unless a superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ, in which case, Contractor shall notify District in writing. Superintendent shall represent Contractor and all directions given to Superintendent shall be as binding as if given to Contractor.

B. The Contractor shall verify all indicated dimensions before ordering materials or equipment, or before performing work. The Contractor shall take field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to the Contractor with the contract documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Architect at once. Upon commencement of any item of work, the Contractor shall be responsible for dimensions related to such item of work and shall make any corrections necessary to make work properly fit at no additional cost to District. This responsibility for verification of dimensions is a non-delegable duty and may not be delegated to subcontractors or agents.

C. Omissions from the drawings or specifications, or the mis-description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or mis-described work, but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

ARTICLE 6 SUBCONTRACTORS

A. Contractor agrees to bind every subcontractor by terms of Contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this Contract, Contractor shall be as fully responsible to District for acts and omissions of any subcontractor and of persons either directly or indirectly employed by any subcontractor, as it is for acts and omissions of persons directly employed by Contractor. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and District, nor shall this Contract be construed to be for the benefit of any subcontractor. The Contractor shall be responsible for the coordination of the trades, subcontractors and materialmen engaged upon his work.

ARTICLE 7 DISTRICT'S INSPECTOR

If applicable, one or more Inspector(s), including special Inspectors, as required, will be employed by District in accordance with requirements of Title 24 of the California Code of Regulations and will be assigned to the work. Duties of an Inspector are specifically defined in Section 4-342 of Title

24. No work shall be carried on except with the knowledge and under the inspection of said Inspector(s). He shall have free access to any or all parts of work at any time. The District will provide inspection and testing at its cost during the

normal eight (8) hour day Monday through Friday (except holidays). Work by the Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Contractor to the District to provide inspection and testing as required outside of the normal eight (8) hour day. Contractor shall reimburse District for inspection and testing outside the normal eight-hour day or for any retests caused by the Contractor.

ARTICLE 8 ASSIGNMENT OF ANTITRUST ACTIONS

A. Pursuant to Government Code 4551, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. ' 15) or under the Cartwright Act (Chapter 2 [commencing with ' 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties. If the District receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with ' 4550) of Division 5 of Title 1 of the Government Code, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the District as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

B. Upon demand in writing by the assignor, the District shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the District has not been injured thereby or the District declines to file a court action for the cause of action.

ARTICLE 9 OTHER CONTRACTS

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

B. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at the Project site. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on Project. If simultaneous execution of any Contract for Project is likely to cause interference with performance of some other contract or contracts, District shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously.

ARTICLE 10 OCCUPANCY

District reserves the right to occupy portions of the Project at any time before completion, and such occupancy shall constitute final acceptance of that portion only to the extent that the Contractor will not be subject to performing work or repairs caused by the District's use of the occupied areas. Such occupancy shall not extend the date specified for completion of the work. The Contractor will be required to complete punch list items documented by District, Architect, Inspector and Contractor prior to final payment.

ARTICLE 11 DISTRICT'S RIGHT TO DO WORK

Should the Contractor, at any time during the process of construction, fail or refuse to furnish enough materials or

workmen to properly execute the work, unless prohibited from so doing through the action of District, Architect, or other authorized official agencies, District, after giving ten (10) days written notice to Contractor may, without prejudice to any other rights he may have, proceed to furnish the materials and/or workmen necessary to proceed with or complete the work, and may deduct the cost thereof, together with reasonable expenses arising from such procedure, from any amounts then due or which may thereafter become due to Contractor.

ARTICLE 12 DISTRICT'S RIGHT TO TERMINATE CONTRACT

A. **Grounds for Termination.** The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, for only the following reasons:

- (1) Issuance of an order of a court or other public authority having jurisdiction; or
- (2) An act of government, such as a declaration of national emergency.

B. **Notice of Termination.** If one of the above reasons exists, the Contractor may, upon written notice of seven (7) additional days to the District, terminate the Contract and recover from the District payment for Work executed and for reasonable costs verified by the Architect with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages.

ARTICLE 13 TERMINATION BY THE DISTRICT FOR CAUSE

A. **Grounds for Termination.** The District may terminate the Contractor and/or this Contract for the following reasons:

- (1) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- (2) Persistently or repeatedly is absent, without excuse, from the job site;
- (3) Fails to make payment to subcontractors, suppliers, materialmen, etc.;
- (4) Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or
- (5) Otherwise is in substantial breach of a provision of the Contract Documents.

B. **Notification of Termination.** When any of the above reasons exist, the District may, without prejudice to any other rights or remedies of the District and after giving the Contractor and the Contractor's surety, if any, written notice of seven (7) days, terminate the Contract and may, subject to any prior rights of the surety:

- (1) Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- (2) Accept assignment of Subcontracts. Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept; and
- (3) Complete the Work by any reasonable method the District may deem expedient, including contracting with a replacement contractor or contractors.

C. **Payments Withheld.** If the District terminates the Contract for one of the reasons stated in Paragraph 14.A, the Contractor shall not be entitled to receive further payment until the Work is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor and/or its surety.

- D. **Payments Upon Completion.** If the unpaid balance of the Contract Sum exceeds costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the District. The amount to be paid to the Contractor, or District, as the case may be, shall be certified by the Architect upon application. This payment obligation shall survive completion of the Contract.
- E. **Remedies Other Than Termination.** If a default occurs, the District may, without prejudice to any other right or remedy, including, without limitation, its right to terminate the Contract pursuant to Article 14, do any of the following:
- (1) Permit the Contractor to continue under this Contract, but make good such deficiencies or complete the Contract by whatever method the District may deem expedient, and the cost and expense thereof shall be deducted from the Contract Price or paid by the Contractor to the District on demand;
 - (2) If the workmanship performed by the Contractor is faulty or defective materials are provided, erected or installed, then the District may order the Contractor to remove the faulty workmanship or defective materials and to replace the same with work or materials that conform to the Contract Documents, in which event the Contractor, at its sole costs and expense, shall proceed in accordance with the District's order and complete the same within the time period given by the District in its notice to the Contractor; or
 - (3) Initiate procedures to declare the Contractor a non-responsible bidder for a period of two to five years thereafter.

All amounts expended by the District in connection with the exercise of its rights hereunder shall accrue interest from the date expended until paid to the District at the maximum legal rate. The District may retain or withhold any such amounts from the Contract Price. If the Contractor is ordered to replace any faulty workmanship or defective materials pursuant to Paragraph (b) above, the Contractor shall replace the same with new work or materials approved by the Architect and the District, and, at its own cost, shall repair or replace, in a manner and to the extent the Architect and the District shall direct, all work or material that is damaged, injured or destroyed by the removal of said faulty workmanship or defective material, or by the replacement of the same with acceptable work or materials. In no event shall anything in this Paragraph be deemed to constitute a waiver by the District of any other rights or remedies that it may have at law or in equity, it being acknowledged and agreed by the Contractor that the remedies set forth in this Paragraph are in addition to, and not in lieu of, any other rights or remedies that the District may have at law or in equity.

ARTICLE 14 TERMINATION OF CONTRACT BY DISTRICT (CONTRACTOR NOT AT FAULT)

A. **Termination for Convenience.** District may terminate the Contract upon fifteen (15) calendar days of written notice to the Contractor and use any reasonable method the District deems expedient to complete the project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of either the District or Contractor make it impossible or against the District's interest to complete the work. In such a case, the Contractor shall have no claims against the District except: (1) the actual cost for labor, materials, and services performed which may be documented through timesheets, invoices, receipts, or otherwise, and (2) ten percent (10%) profit and overhead, and (3) five percent (5%) termination cost of the total of items (1) and (2). Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept.

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

ARTICLE 15 CONTRACT SECURITY - BONDS

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. Aforementioned bonds shall be in the form set forth in these contract documents.

ARTICLE 16 SUBSTITUTION OF SECURITIES

Pursuant to the requirements of Public Contract Code Section 22300, upon Contractor's request, District will make payment to Contractor of any funds withheld from payments under this Contract if Contractor deposits with the District or in escrow with a California or federally chartered bank acceptable to District, securities eligible for the investment of State Funds under Government Code Section 16430 or bank or savings and loan certificates of deposit interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the public agency.

ARTICLE 17 INSURANCE REQUIREMENTS

A. Before the commencement of the Work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the District from claims set forth below, which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;
- (2) Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
- (3) Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;

- (4) Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;
- (5) Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
- (6) Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
- (7) Claims involving sudden or accidental discharge of contaminants or pollutants.

B. **Subcontractor Insurance Requirements.** The Contractor shall require its Subcontractors to take out and maintain similar public liability insurance and property damage insurance required under Article 17.A in like amounts. A "claims made" or modified "occurrence" policy shall not satisfy the requirements of Article 17.A without prior written approval of the District.

C. **Additional Named Insured Endorsement Requirements.** The Contractor shall name, on any policy of insurance required under Article 17.A, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as additional named insureds. Subcontractors shall name the Contractor, the District, Architect (NV5, Inc.), Inspector, the State of California, their officers, employees, agents, servants, and independent contractors as additional named insureds. The Additional named Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional named insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional named insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to 18.A must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

D. **Specific Insurance Requirements.** Contractor shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:

- (1) Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$1,000,000.00 or Commercial General Liability

Insurance (including automobile insurance) which provides 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 and Completed Operations | \$1,000,000.00 |
| (d) Personal and Advertising Injury Limit | \$1,000,000.00 |

(2) Insurance Covering Special Hazards

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

(a) Automotive and truck where operated in amounts	\$1,000,000.00
(b) Explosion, Collapse and Underground (XCU) coverage	\$1,000,000.00
(c) Material Hoist where used in amounts	\$1,000,000.00

E. **Workers' Compensation Insurance.** During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's Work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance as required under Article 17.I and in compliance with Labor Code ' 3700.

F. **Builder's Risk/ "All Risk" Insurance.** The Contractor, during the progress of the Work and until final acceptance of the Work by District upon completion of the entire Contract, shall maintain Builder's Risk, Course of Construction or similar first party property coverage issued on a replacement cost value basis consistent with the total replacement cost of all insurable Work and the Project included within the Contract Documents. Coverage is to insure against all risks of accidental direct physical loss, and must include, by the basic grant of coverage or by endorsement, the perils of vandalism, malicious mischief (both without any limitation regarding vacancy or occupancy), fire, sprinkler leakage, civil authority, sonic boom, earthquake, flood, collapse, wind, lightning, smoke and riot. The coverage must include debris removal, demolition, increased costs due to enforcement of building ordinance and law in the repair and replacement of damage and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project which is the subject of the Contract Documents, including completed Work and Work in progress, to the full insurable value thereof. Such insurance shall include the District and the Architect as additional named insureds, and any other person with an insurable interest as designated by the District.

The Contractor shall submit to the District for its approval all items deemed to be uninsurable. The risk of the damage to the Work due to the perils covered by the Builder's Risk/All Risk Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the District nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

G. **Fire Insurance.** Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work subject to loss or damage by fire. The amount of fire insurance shall be sufficient to protect the Project against loss or damage in full until the Work is accepted by the District.

H. **Other Insurance.** The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

I. **Proof of Insurance.** The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the District for approval subject to the following requirements:

(1) Certificates and insurance policies shall include the following clause:

“This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice.”

(2) Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.

(3) Certificates of insurance shall clearly state that the District and the Architect are named as additional named insured's under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by District.

(4) The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the District.

J. **Compliance.** In the event of the failure of any contractor to furnish and maintain any insurance required by this Article, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the District and the Architect.

K. **Waiver of Subrogation.** Contractor waives (to the extent permitted by law) any right to recover against the District for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by the District.

The provisions of this Section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

ARTICLE 18 PERFORMANCE AND PAYMENT BONDS

A. **Bond Requirements.** Prior to commencing any portion of the Work, the Contractor shall furnish separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the District, cause the amount of the bonds to be increased accordingly and shall promptly

deliver satisfactory evidence of such increase to the District. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bonds, the District may terminate the Contract for cause.

B. **Surety Qualifications.** Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure ' 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

C. **Alternate Surety Qualifications.** If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with ' 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.

ARTICLE 19 DRAWINGS AND SPECIFICATIONS

A. Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

B. Materials or work described in words which so applied has a well known technical or trade meaning shall be deemed to refer to such recognized standards.

C. It is not the intention of the Contract to go into detailed descriptions of any materials and/or methods commonly known to the trade under the "trade name" or "trade term." The mere mention or notation of such "trade name" or "trade term" shall be considered a sufficient notice to Contractor that it will be required to complete the work so named with all its appurtenances according to the best practices of the trade.

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

E. Figured dimensions on drawings shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Large scale details shall take precedence over smaller scale drawings as to shape and details of construction. Specifications shall govern as to materials, workmanship, and installations procedures. Drawings and specifications are intended to be fully cooperative and to agree. However, if Contractor observes that drawings and specifications are in conflict, Contractor shall promptly notify the District in writing, and any necessary changes shall be adjusted as provided in Article 43 entitled "Changes and Extra Work." The specification calling for the higher quality material or workmanship shall prevail.

F. Specifications and accompanying drawings are intended to delineate and describe the Project and its component parts to such a degree as to enable skilled and competent contractors to intelligently bid upon the work, and to carry said work to a successful conclusion.

G. Drawings and specifications are intended to comply with all laws, ordinances, rules, and regulations of constituted authorities having jurisdiction, and where referred to in the contract documents, said laws, ordinances, rules, and regulations shall be considered as a part of said Contract within the limits specified. The Contractor shall bear all expenses of correcting work done contrary to said laws, ordinances, rules, and regulations if the Contractor knew or should have known that the work as performed is contrary to said laws, ordinances, rules, and regulations and if the Contractor

performed same (1) without first consulting the Architect for further instructions regarding said work or (2) disregarded the Architect's instructions regarding said work.

H. Questions regarding interpretation of drawings and specifications shall be clarified by the Architect. Should the Contractor commence work or any part thereof without seeking clarification, Contractor waives any claim for extra work or damages as a result of any ambiguity, conflict, or lack of information.

I. Contractor will be furnished, free of charge, bid sets of permitted documents and specifications. Contractor is to provide reproducible drawings and all additional copies which he requires for his operations at his own expense. He shall maintain an accurate record of all copies made and shall return or otherwise account for all copies at the end of the Project.

ARTICLE 20 OWNERSHIP OF DRAWINGS

Pursuant to Education Code section 17316, all plans, drawings, designs, specifications, and other incidental architectural and engineering work or materials and other contract documents and copies thereof furnished by District are its property. They are not to be used in other work and, with the exception of signed sets of the Contract, are to be returned to the District on request at completion of work.

ARTICLE 21 TESTS AND INSPECTIONS

A. Tests and inspections will comply with California Code of Regulations Title 21, Chapter 4 and Section 42, and Title 24, Chapter 4, Part I.

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

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

D. Contractor shall notify District, a sufficient time in advance, of manufacture of materials to be supplied by him under contract, which must by terms of contract be tested, in order that District may arrange for testing of same at source of supply. Any materials shipped by Contractor from source of supply prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated in work without prior approval of District and subsequent testing and inspection.

E. Re-examination of questioned work may be ordered by District and, if so ordered, work must be uncovered by Contractor. If such work be found in accordance with contract documents, District shall pay costs of re-examination and replacement. If such work be found not in accordance with contract documents, Contractor shall pay such costs.

F. The District will pay costs for all tests and inspections and shall be reimbursed by the Contractor for such costs under the following conditions:

- (1) When such costs are stipulated in the provisions of the Contract documents to be borne by the Contractor;
- (2) When a material is tested or inspected and fails to meet the requirements of the specifications and/or drawings;
- (3) When the source of the material is changed after the original test or inspection has been made and approved.

G. If, in the opinion of the District, subsequent delivery of a tested material seems inferior to, or differs from, the original, said material shall be retested upon written order from the District and, should the material fail to meet the requirements of the specifications and/or drawings, the Contractor shall pay all costs of such tests, but where the material does pass the requirements, the District will pay the cost.

H. All tests and inspections specified for each material shall be made in accordance with the detailed specifications for tests or inspections of the material as specified.

I. If a material is not required to be tested, the District may require the Contractor to furnish a certificate bearing the official and legal signature of the supplier, with each delivery of such material, stating that the material complies with the specifications.

ARTICLE 22 STATE AUDIT

Pursuant to and in accordance with the provisions of Government Section 10532, or any amendments thereto, all books, records, and files of District, Contractor, or any subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of ten thousand dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after final payment is made under this Contract. Contractor shall preserve and cause to be preserved such books, records and files for the audit period.

ARTICLE 23 PREFERENCE FOR MATERIALS AND SUBSTITUTIONS

A. **One Product Specified.** Unless the plans and specifications state that no substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction or any specific name, make, trade name, or catalog number, with or without the words "or equal", such specification shall be deemed to be used for the purpose of facilitating the description of the material, process, or article desired shall be deemed to be followed by the words "or equal".

B. **Request for Substitution.** Bidder may, unless otherwise stated, offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the Contract Document. If bidder desires to offer a substitution for a Specified Item, such bidder must make a request in writing on District's Substitution Request form (Request Form) and submit the completed Request Form with their bid. The Request Form must be accompanied by evidence as to whether the proposed substitution:

- (1) Is equal in quality service ability to the Specified Item;
- (2) Will entail no changes in detail, construction and scheduling of related work;
- (3) Will be acceptable in consideration of the required design and artistic effect;
- (4) Will provide no cost disadvantage to District;
- (5) Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
- (6) Will require no change of the construction schedule.

In completing the Request Form, bidder must state with respect to each requested substitution whether bidder will agree to provide the Specified Item in the event that District denies bidder's request for substitution of a Specified Item. In the event that bidder does not agree in the Request Form to provide the Specified Item and the District denies the requested substitution, the bidder's bid shall be considered nonresponsive and the District may award the contract to the next lowest bidder or in its sole discretion release all bidders. In the event that bidder has agreed in the Request Form to provide the Specified Item and the District denies bidder's requested substitution for a Specified Item, bidder shall execute the Agreement and provide the Specified Item without any additional cost or charges to the District, and if bidder fails to execute the Agreement with the Specified Item(s), bidder's bid bond will be a forfeited.

After the bids are opened, the apparent lowest bidder shall provide within five days of opening such bids, any and all drawings, specification, samples, performance data, calculations, and other information as may be required to assist the Architect and the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

After the District's receipt of such evidence by bidder, District will make its final decision as to whether the bidder's request for substitution for any Specified Items will be granted. The decision as to whether a proposed request for substitution is equal to a Specified Item shall be the sole discretion of District. Any request for substitution which is granted by the District shall be documented and processed through a Change Order. The District may condition its approval of any substitution upon delivery to District of an extended warranty or other assurances of adequate performance of the substitution. Any and all risks of delay due to DSA, or any other governmental agency having jurisdiction shall be on the bidder.

ARTICLE 24 SUBMITTALS

A. Contractor shall submit for approval, within thirty-five (35) days following award of Contract, the identification of all materials as required in specifications together with catalogs and supporting data required by District. Some materials submittals may be labeled by Contractor as provisional (e.g. gravel pack), depending on encountered geology and laboratory analysis (e.g. sieve analysis). This provision shall not authorize any extension of time for performance of this Contract. District shall review such submittals, as to conformance with design concept of work and for compliance with information given in contract documents and approve or disapprove same within ten (10) working days from receipt of same.

B. Samples of materials and/or articles shall, upon demand of District, be submitted for tests or examinations and consideration before incorporation of same in work is started. Contractor shall be solely responsible for delays due to samples not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples which are of value after testing will remain the property of Contractor.

ARTICLE 25 PROGRESS SCHEDULE

A. If applicable or requested by the District, within ten (10) calendar days after being awarded the contract, Contractor shall submit a progress schedule for District's approval. The schedule should indicate the beginning and completion of all phases of construction and shall use the "critical path method" (commonly called CPM) for the value reporting, planning and scheduling, of all work required under the contract documents. The scheduling is necessary for the District's adequate monitoring of the progress of the work and should be prepared in accordance with the time frame described in the Agreement. The District may disapprove such a schedule and require modification to it if, in the opinion of the District, adherence to the progress schedule will not cause the work to be completed in accordance with the Agreement.

B. The Contractor, if requested by the District, shall provide revised schedules within ten (10) days if, at any time, District, considers the completion date to be in jeopardy because of "activities behind schedule." The additional schedule shall include a new arrow or precedence diagram and schedule reports conforming to the requirements above, designed to show how the Contractor intends to accomplish the work to meet the completion date. The form and method employed by the Contractor shall be the same as for the original initial schedule. The Contractor shall modify any portions of the schedule that become infeasible because of "activities behind schedule" or for any other valid reason. An activity that cannot be completed by its original latest completion date shall be deemed to be behind schedule.

ARTICLE 26 MATERIALS AND WORK

A. All materials will be furnished by the District using its authority under the California Multiple Awards Schedule (CMAS). Except as otherwise specifically stated in this Contract, Contractor shall provide and pay for any additional materials required to complete project, as well as labor, tools, equipment, 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 shall be of the respective kinds and grades as noted or specified.

C. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as required. Contractor shall be entirely responsible for damages or loss by weather or other causes to materials or work under this Contract.

D. Contractor shall, after award of Contract by District, place orders for any additional materials and/or equipment as specified so that delivery of same may be made without delays to the work. Contractor shall, upon demand from the District, furnish to the District documentary evidence showing that orders have been placed.

E. No material, supplies, or equipment for work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in

work and agrees upon completion of all work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by it, to District free from any claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Contract shall have any right to place a lien upon the premises or any improvement or appurtenance thereof, except that Contractor may install metering devices or other equipment of a utility company or political subdivision, title to which is commonly retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to its owner.

F. For all material and equipment specified or indicated in the Specifications, the Contractor shall provide all labor, any additional materials required to complete project that are not currently being furnished by the District using its authority under the CMAS Schedule, equipment, and services necessary for complete assemblies and complete working systems. Incidental items not indicated on the Specifications, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized here in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.

ARTICLE 27 OBTAINING OF PERMITS, LICENSES AND EASEMENTS

Permits, licenses, and certificates necessary for prosecution of work shall be secured and paid for by Contractor, unless otherwise specified. All such permits, licenses, and certificates shall be delivered to District before demand is made for the certificates of final payment. Contractor shall, and shall require subcontractors to, maintain Contractor's licenses in effect as required by law.

ARTICLE 28 ACCESS TO WORK

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

ARTICLE 29 SANITARY FACILITIES

If applicable, Contractor shall provide sanitary temporary facilities in no fewer numbers than required by law. No sanitary facility shall be located within 50 feet of a well, and shall not be located within the fenced area surrounding Well No. 2.

ARTICLE 30 CLEANING UP

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

ARTICLE 31 GUARANTEE

A. In addition to guarantees required elsewhere, Contractor shall, and hereby does guarantee all work furnished on the job against all defects for a period of one year after date of acceptance of work by District and shall repair or replace any and 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 one year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects to Contractor and Surety with reasonable promptness. Contractor shall notify District upon completion of such repairs or replacement.

B. Contractor Warrants that the WORK (which includes any equipment furnished by Contractor as a part of the materials) shall: (a) Be free from defects in workmanship and material; (b) Be free from defects in any design performed by Contractor; (c) Be new, and conform and perform to the requirements stated in the Specifications, and where detail requirements are not so stated, shall conform to applicable industry standards; and (d) Be suitable for the use stated in the Specifications.

C. The warranty period for discovery of DEFECTIVE WORK shall commence on the date stamped on the Notice of Completion verifying County registration and continue for the period set forth in the Specifications or for one year if not so specified. If, during the warranty period, the WORK is not available for use due to DEFECTIVE WORK, such time of unavailability shall not be counted as part of the warranty period. The warranty period for corrected DEFECTIVE WORK shall continue for a duration equivalent to the original warranty period.

ARTICLE 32 DUTY TO PROVIDE FIT WORKERS

A. Contractor and Subcontractors shall at all times enforce strict discipline and good order among their employees and shall not employ on any person not skilled in the work assigned to such person. It shall be the responsibility of Contractor to ensure compliance with this Article.

B. Any person in the employ of the Contractor or subcontractors whom District may deem unfit shall be excluded from the work site and shall not again be employed on it except with written consent of District. As used in this Article, "unfit" means any person who the District concludes is either not, or improperly, skilled for the task assigned to that person, who fails to comply with the requirements of this Article, or who creates safety hazards which jeopardize other persons and/or property.

C. Contractor shall take all reasonable steps necessary to insure that any employees of Contractor or any of its subcontractors' employees do not use, consume, or work under the influence of any alcohol or illegal drugs while on the Project. Contractor shall further prevent any of its employees or its subcontractors' employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the Project. Likewise, Contractor shall preclude any of its employees or subcontractor's employees from bringing any animal onto the Project.

ARTICLE 33 FINGERPRINTING

If applicable, Contractor shall comply with all provisions of either Education Code Section 45125.1 or 45125.2. Pursuant to Education Code 45125.1, Contractor shall conduct criminal background checks of all employees of Contractor assigned to the District, and shall certify that no employees who have been convicted of serious or violent felonies, as specified in Education Code Section 45125.1, will have contact with pupils, by utilizing the certification set forth in the bid documents. As part of such certification, Contractor must provide the District with a list of all employees providing services pursuant to this Agreement, and designate which sites such employees will be assigned. In performing the

services set forth in this Agreement, Contractor shall not utilize any employees who are not included on the above-referenced list. At District's sole discretion, District may make a finding, as authorized under Education Code Section 45125.1, that Contractor's employees will have only "limited contact" with pupils. Contractor's failure to comply with this law shall be considered a material breach of this Agreement upon where this Agreement may be terminated, at District's sole discretion, without any further compensation to Contractor.

Pursuant to Section 45125.2 Contractor shall ensure the safety of pupils by the installation of a physical barrier at the worksite and by continual supervision and monitoring of all these employees by an employee of Contractor whom the Department of Justice has ascertained has not been convicted of a serious or violent felony, as defined in Education Code Section 45125.2 (c).

ARTICLE 34 WAGE RATES, TRAVEL AND SUBSISTENCE

A. **Wage Rates.** Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public Work is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations ("Director"). These rates are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

B. **Holiday and Overtime Pay.** Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the contract documents or authorized by law.

C. **Wage Rates Not Affected by Subcontracts.** The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the Work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

D. **Per Diem Wages.** The Contractor shall pay and shall cause to be paid to each worker needed to execute the Work on the Project per diem wages including employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1.

E. **Forfeiture and Payments.** Pursuant to Labor Code §1775 and the District's Labor Compliance Program, the Contractor shall forfeit to the District, not more than Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any Work done under the Agreement by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or Subcontractor's failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Contractor or Subcontractor; and (2) whether the Contractor or Subcontractor has a prior record

of failing to meet its prevailing wage obligations. Further details regarding the enforcement of paying prevailing wage rates, reporting violations, withholding contract payments, forfeitures and hearing to review withholding of contract payments are set forth in the District's Labor Compliance Program.

ARTICLE 35 PAYROLL RECORDS

A. Pursuant to §1776 of the Labor Code, each Contractor and Subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the Project.

B. All payroll records shall be certified and submitted to the District with each application for payment, but shall not be submitted less than once per month. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

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

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

(3) A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs of the preparation by the Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

C. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

D. The Contractor or Subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 days after receipt of a written request.

E. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the Subcontractor(s) performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number.

F. The Contractor shall inform the District of the location of all payroll records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

G. The Contractor or Subcontractor(s) shall have 10 days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that the Contractor or Subcontractor(s) fails to comply within the 10-day period, the Contractor or Subcontractor(s) shall, as a penalty to the District, forfeit Twenty-Five Dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. The Contractor is not subject to a penalty due to the failure of a Subcontractor to comply with this section.

The responsibility for compliance with this Article and the District's Labor Compliance Program shall rest upon the Contractor.

ARTICLE 36 WITHHOLDING OF CONTRACT PAYMENTS & PENALTIES

The District may withhold or delay contract payments to the Contractor and/or any Subcontractor if:

- (1) The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the Project; or
- (2) The Contractor or Subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or
- (3) The Contractor or Subcontractor(s) submit incomplete or inadequate payroll records; or
- (4) The Contractor or Subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or
- (5) The Contractor or Subcontractor(s) fail to comply with the District's Labor Compliance Program; or
- (6) The Contractor or Subcontractor(s) fail to comply with any applicable state laws governing labor on public works projects.

Any withholding of contract payments and penalties are set forth in the District's Labor Compliance Program.

ARTICLE 37 APPRENTICES

A. **Apprentice Wages and Definitions.** All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the Work of the craft or trade to which he or she is registered. Only apprentices, as defined in §3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with §3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training or in accordance with the rules and regulations of the California Apprenticeship Council.

B. **Employment of Apprentices.** Contractor agrees to comply with the requirements of Labor Code §1777.5. The Contractor awarded the Project, or any Subcontractor under him or her, in performing any of the Work under the

Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall employ apprentices in the ratio set forth in Labor Code §1777.5 and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project site for a certificate approving the Contractor or Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor. The Contractor or Subcontractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code §1777.5.

C. **Submission of Contract Information.** Prior to commencing work on the Project, the Contractor and Subcontractors shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the District if requested. Within 60 days after concluding work on the Project, the Contractor and Subcontractors shall submit to the District, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.

D. **Apprentice Fund.** The Contractor or any Subcontractor under him or her, who, in performing any of the Work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor and Subcontractors may take as a credit for payments to the Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and Subcontractors may add the amount of the contributions in computing his or her bid for the Contract.

E. **Prime Contractor Compliance.** The responsibility of compliance with Article 13 and §1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor. Any Contractor or Subcontractor that knowingly violates the provisions of this Article or Labor Code §1777.5 shall be subject to the penalties set forth in Labor Code §1777.7 and the District's Labor Compliance Program.

ARTICLE 38 PROTECTION OF PERSONS AND PROPERTY

A. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk, with the exception of damage to the work caused by "acts of God" as defined in Government Code Section 4151(b). Contractor's liability for any injury or damage proximately caused by any "act of God" shall be limited to five percent (5%) of the Contract price pursuant to Government Code Section 4150.

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

performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Contractor shall furnish, erect and properly maintain at all times, as directed by District or Architect or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of its organization on the work, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. Name and position of person so designated shall be reported to District by Contractor. Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.

C. In an emergency affecting safety of life, of work, or of adjoining property, Contractor, without special instruction or authorization from Architect or District, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and Contractor shall so act if so authorized or instructed by Architect or District. District will not hold Contractor liable for damages proximately caused by Contractor's actions if such actions were reasonably necessary to prevent loss of life or injury to person or damage to work or adjoining property. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

D. Contractor shall provide such heat, cooling, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.

E. Contractor shall take adequate precautions to protect existing fencing and gates, paved areas, sidewalks, ramps and, curbs, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair work shall be obtained and paid for by Contractor.

F. Contractor shall (unless waived by the District in writing):

- (1) When performing new construction on existing sites, become informed and take into specific account the maturity of the students on the site; and perform work which may interfere with school routine before or after school hours, enclose working area with a substantial barricade, and arrange work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities. The Contractor shall comply with specifications and directives of the District regarding the timing of certain construction activities in order to avoid unnecessary interference with school functioning.

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

- (3) Deliver materials to building area over route designated by Architect of District.

- (4) Take preventive measures to eliminate objectionable dust.

(5) Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits or directions of Architect; and shall not interfere with the work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of District and Architect regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on construction site.

(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 land surveyor or civil engineer and all maps and records required therefrom shall be filed with county and local authorities, at no cost to the District. All filing and plan check fees shall be paid by Contractor.

ARTICLE 39 NON-DISCRIMINATION

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

ARTICLE 40 COST BREAKDOWN AND PERIODICAL ESTIMATES

- A. If applicable, Contractor shall furnish on forms approved by District:
 - (1) A periodical itemized estimate of work done for purpose of making partial payments thereon.
 - (2) Within ten (10) days of request of District, a schedule of estimated monthly payments which shall be due Contractor under Contract.
- B. Values employed in making up any of these schedules will be used only for determining basis of partial payments and will not be considered as fixing a basis for additions to or deductions from Contract price.
- C. Contractor shall include in any breakdown or estimate the cost of final Project record documents, guarantees, warranties, O & M Manuals, photographs, etc.

ARTICLE 41 CLAIMS PROCEDURES & REQUIREMENTS

A. Procedures and Requirements Applicable to all claims.

(1) Definition of Claim: A "Claim" means a separate demand by the Contractor for (1) time extension, (2) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the District.

(2) Filing Claim is Not Basis To Discontinue Work: The Contractor shall promptly comply with Work under the Contract or Work requested by the District even though a written claim has been filed. The Contractor and the District shall make good faith efforts to resolve any and all claims that may arise during the performance of the Work covered by this contract.

(3) Claim Notification: The Contractor shall within seven (7) calendar days after the claim arises, submit a notification, in writing, with the District stating clearly the basis for the claim. If the notification is not submitted within seven (7) days after the claim arises, the Contractor shall be deemed to have waived all right to assert the claim and the claim shall be denied. Claims submitted after the final payment date shall also be considered null and void by the District. All claims shall be reviewed pursuant to Article 43.

(4) Formal Claim Submission: If the Contractor does not concur with the District's decision regarding the Claim Notification, the Contractor will issue a formal Claim Appeal within fourteen (14) days of receipt of the District's decision and all detailed information in support of the Claim Appeal within thirty (30) days. All appeals shall be submitted before final payment. If the Claim Appeal is not submitted within fourteen (14) calendar days and detailed information within thirty (30) days, the Contractor shall be deemed to have waived its right to assert the Claim and the Claim shall be denied. Contractor's failure to submit any detailed information which is in the possession of Contractor shall render such information inadmissible by Contractor at trial or arbitration.

(5) Appeal Claim Format: The Contractor shall provide all written detailed documentation which supports the claim, including but not limited to: arguments, justifications, cost, estimates, schedule analysis and detailed documentation. The format of the Claim Appeal shall be as follows:

- a. Cover letter.
- b. Summary of factual basis of claim and amount of claim.
- c. Summary of the basis of the claim, including the specific clause and section under the Contract under which the claim is made.
- d. Documents relating to the claim, including:
 - (i) Specifications
 - (ii) Drawings
 - (iii) Clarifications (RFIs)
 - (iv) Other relevant information
 - (v) Analysis of claim merit.
 - (vi) Analysis of claim cost.
 - (vii) For claims relating to time extensions, an analysis and supporting documentation evidencing any effect upon the critical path.
 - (viii) Certification.
 - (ix) Chronology of events and related correspondence.
 - (x) Daily reports and logs.

(6) Certification: The Contractor (and subcontractors, if applicable) shall submit with the claim a certification under penalty of perjury:

- a. That the Contractor has reviewed the claim and that such claim is made in good faith;
- b. Supporting data are accurate and complete to the best of the Contractor's knowledge and belief;
- c. The amount requested accurately reflects the amount of compensation for which the Contractor believes the District is liable.
- d. That the Contractor is familiar with Government Code Sections 12650 et seq. and Penal Code Section 72 and that false claims can lead to substantial fines and/or imprisonment.

(7) Signature of Certification: If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

(8) Mandatory Claim Appeal Procedure: The Contractor's Claim Appeal shall be denied if it fails to provide the written basis of the claim and certification as set forth herein.

(9) District May Request Additional Information: Within thirty (30) days of receipt of the Claim Appeal and the information under this Article, the District may request in writing any additional documentation supporting the claim or documentation relating to defenses to the claim which the District may assert.

B. Binding Arbitration of Individual Claim Issues. At the District's sole option, the District may submit individual disputes, or claims, to binding arbitration and Contractor agrees to the resolution determined for each individual dispute by Arbitrator, including resolution of time and delays. If binding arbitration is utilized, such resolution is a full and final resolution of the particular claim or dispute. Under no circumstances may the Contractor stop work, rescind its contract or otherwise slow the progress of Work during resolution of individual claims in binding Arbitration.

C. Resolution of Disputes in Court of Competent Jurisdiction. If claims are not resolved under the procedure set forth and pursuant to Article 41.B, such claim or controversy shall be submitted to a court in the county of competent jurisdiction after the Project has been completed, and not before.

D. Warranties, Guarantees and Obligations. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by the General Conditions and amendments thereto; and all of the rights and remedies available to District and Architect thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Article will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

ARTICLE 42 PAYMENTS TO CONTRACTOR

A. Unless otherwise specified, each month within thirty (30) days after receipt of approved periodic estimate for partial payment, there shall be paid to Contractor a sum equal to ninety-five percent (95%) of value of work performed, less aggregate previous payments. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by Contractor on a form approved by District and filed before the fifth (5th) day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release Contractor or surety from any damages arising from such work or from enforcing each and every provision of this Contract, and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment for work performed so long as any lawful or proper direction concerning work, or any portion thereof, given by District or Architect has not been complied with by Contractor.

B. Before payment is made hereunder, the District will review the request for progress payment with District and Inspector for verification that the work for which payment is requested has been performed in accordance with the Terms of the Contract.

- C. District and Inspector shall sign the request for payment as verification that the work has been performed. It is understood moreover, that signature of the Inspector and Architect shall not be conclusive upon District, but merely advisory.
- D. Upon request by the District, Contractor shall provide lien releases or partial lien releases for payments previously made. Contractor shall not be entitled to any payment for WORK performed if Contractor has not complied with any lawful direction from the District or has failed to provide lien releases as requested.
- E. Prior to final payment, Contractor and each Subcontractor shall certify that the Project does not contain any asbestos containing materials.
- F. After completion of the WORK, Contractor shall make a demand for final payment. The demand for final payment shall identify all disputed and undisputed amounts due under the CONTRACT and, all claims for compensation under or arising out of this CONTRACT. The Contractor's negotiation of the payment of the final amount shall constitute a waiver of all amounts due under the CONTRACT and all claims against District under or arising out of this CONTRACT except those identified by Contractor in writing, and unsettled before Contractor's negotiation of final payment. The final payment, if unencumbered, shall be made no sooner than thirty-five (35) calendar days after recordation of the Notice of Completion by the County Recorder. Acceptance will be made only by ACTION OF THE GOVERNING BOARD.
- G. No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the WORK.

ARTICLE 43 CHANGES AND EXTRA WORK

- A. District may, as provided by law and without affecting the validity of this Contract, order changes, modifications, deletions and extra work by issuance of written change orders from time to time during the progress of the Project, Contract sum being adjusted accordingly. All such work shall be executed under conditions of original Contract except that any claim for an extension of time caused thereby shall be adjusted at time of ordering such change.
- B. In giving instructions, Architect shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with purposes of the building. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from District, authorized by action of the Governing Board and no claim for addition to Contract sum shall be valid unless so ordered.

C. The following format shall be used as applicable by the District and the Contractor to communicate proposed additions and deductions to the Contract:

	<u>EXTRA</u>	<u>CREDIT</u>
(a) Material (attach itemized quantity and unit cost plus sales tax)	_____	_____
(b) Labor (attach itemized hours and rates)	_____	_____
(c) Equipment (attach invoices)	_____	_____
(d) Subtotal	_____	_____
(e) If Subcontractor performed Work, add Subcontractor's overhead and profit to portions performed by Sub-contractor, not to exceed fifteen percent (15%) of item (d).	_____	_____
(f) Liability and Property Damage Insurance, Worker's, Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed as follows: FICA @ 6.2%- with a wage ceiling of \$84,900; Medicare @ 1.45%- no wage ceiling; FUTA @ .8%- with a wage ceiling of \$7,000; ETT and SUI @ 2.3%- with a wage ceiling of \$7,000; Workers' Compensation @ 5.94%; Liability and Property Damage @ 2.5%. Total not-to-exceed is 19.19%. <i>(Note: Modifications to these percentages will be evaluated and possibly modified only on a case-by-case basis and only after proper proof of alternate percentages are documented and approved in advance. In addition, as wage ceilings are met, those corresponding percentages must drop from the "burden" calculations).</i>	_____	_____
(g) Subtotal	_____	_____
(h) Bond not to exceed two percent (2%) of Item (g)	_____	_____
(i) TOTAL _____		
(j) Time _____		

D. If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligates the District to pay additional compensation to the Contractor or to grant an extension of time for the compensation of the Contract, or constitutes a waiver of any provision in the Contract, Contractor shall notify the District, in writing, of such claim within ten (10) calendar days from the date Contractor has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the District within such ten (10) calendar day period shall be deemed a waiver and relinquishment of such a claim against the District. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in this Article.

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

ARTICLE 44 COMPLETION

The work may only be accepted as complete by action of the Governing Board.

ARTICLE 45 ADJUSTMENTS TO CONTRACT PRICE

A. If Contractor defaults or neglects to carry out the work in accordance with the contract documents or fails to perform any provision thereof, District may, after ten (10) days written notice to Contractor and without prejudice to any other remedy it may have, make good such deficiencies.

B. District shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct work injured or not done in accordance with Contract provisions, an equitable reduction in Contract price shall be made therefore.

ARTICLE 46 CORRECTION OF WORK

A. Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out the same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to fault of the Contractor or his subcontractor, he shall defray all expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and material necessarily involved in the examination and replacement shall be allowed the Contractor.

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

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

ARTICLE 47 EXTENSION OF TIME - LIQUIDATED DAMAGES

A. The Contractor and District hereby agree that the exact amount of damages for failure to complete the work within the time specified is extremely difficult or impossible to determine. It is expressly understood that time is of the essence and that the Contractor must complete the Project within the time specified in the Agreement. Contractor shall be assessed the sum of One thousand five hundred Dollars (\$1,500.00) per calendar day as liquidated damages for each and every day the work required under this contract remains unfinished past the time for completion, as set forth in the Agreement, and any extensions of time granted by the District to the Contractor under the terms of the contract documents and pursuant to Section 53069.85 of the Government Code. For purposes of this Article, the work shall be considered "complete" in accordance with the provisions of Article 44, "COMPLETION", except that the work may be considered complete without formal acceptance by the Governing Board so long as the board, at its next regularly scheduled meeting, accepts the work.

B. Contractor shall not be charged for liquidated damages, as set forth above, because of any delays in completion of work which are not the fault or negligence of Contractor, including but not restricted to: acts of God, acts of public enemy, acts of Government, fires, floods, epidemics and quarantine restrictions. Contractor shall, within ten (10) calendar days of beginning of any such delay (unless District grants in writing a further period of time to file such notice prior to date of final settlement of the Contract), notify District in writing of causes of delay; thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. The District's finding of fact thereon shall be final and conclusive on the parties hereto. Extensions of time shall apply only to that portion of work affected by delay, and shall not apply to other portions of work not so affected.

ARTICLE 48 PAYMENTS WITHHELD

A. In addition to amount which District may retain under Article 44 entitled "COMPLETION" and Article 42 entitled "PAYMENTS TO CONTRACTOR", District may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in its judgment may be necessary to cover:

- (1) Payments which may be past due and payable for just claims against Contractor or any subcontractors, or against and about the performance of work on the Project under this Contract, including, without limitation, payments made pursuant to the Article 42 entitled "PAYMENTS BY CONTRACTOR";
- (2) The cost of defective work which Contractor has not remedied;
- (3) Liquidated damages assessed against Contractor;
- (4) Penalties for violation of labor laws;
- (5) The cost of materials ordered by the District pursuant to the Article 26 entitled "MATERIALS AND WORK";
- (6) The cost of completion of this Contract if there is reasonable doubt that this Contract can be completed for the balance then unpaid to Contractor;
- (7) Site clean-up as provided in Article 30 entitled "CLEANING UP".
- (8) Amount necessary to satisfy any and all liens against District. Contractor shall provide release of all liens prior to final payment.
- (9) Damages to another Contractor.
- (10) Payments to indemnify, defend, or hold harmless the District.

- (11) Any payments due to the District including but not limited to payments for failed tests, utilities or imperfections.

B. If the Contractor, at its own expense, removes the reason for withholding, then payment shall be made for amount withheld.

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

D. As an alternative to payment of such claims or obligations, District, in its sole discretion, may reduce the total Contract price as provided in Article 45 entitled "ADJUSTMENTS TO CONTRACT PRICE."

E. Payment by the District shall be without prejudice to any other action by the District to recover damages.

ARTICLE 49 EXCISE TAXES

If under Federal Excise Tax Law any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, District, upon request, will execute documents necessary to show (1) that District is a political subdivision of the State for the purposes of such exemption and (2) that the sale is for the exclusive use of District. No Federal Excise Tax for such materials shall be included in any bid price.

ARTICLE 50 TAXES

Bid price is to include any and all applicable sales taxes or other taxes that may be due in accordance with Section 7051 of the Revenue and Taxation Code; Regulation 1521 of the State Board of Equalization or any other tax codes that may be applicable.

ARTICLE 51 NO ASSIGNMENT

Contractor shall not assign this Contract or any part thereof.

ARTICLE 52 NOTICE AND SERVICE THEREOF

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

- (1) If notice is given to District, by personal delivery thereof to District or by depositing same in United States mail, enclosed in a sealed envelope addressed to District, and sent by registered or certified mail with postage prepaid; (2) If notice is given to Contractor by personal delivery thereof to said Contractor or to Contractor's superintendent at site of Project, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business or at such address as may have been established for the conduct of work under this Contract, and sent by registered or certified mail with postage prepaid; (3) If notice is given to surety or other person by

personal delivery to such surety or other person or by depositing same in United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by surety or other person to party giving notice, and sent by registered or certified mail with postage prepaid.

ARTICLE 53 NO WAIVER

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

ARTICLE 54 HAZARDOUS MATERIALS

In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the District and Architect in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the District and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the District and Contractor, or in accordance with final determination by the Architect.

ARTICLE 55 DISTRICT'S RIGHT TO CARRY OUT THE WORK

If Contractor defaults or neglects to carry out the work in accordance with the contract documents or fails to perform any provision of this Contract, the owner may, after ten (10) calendar days' written notice to Contractor and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due Contractor the cost of correcting such deficiencies, including the cost of the Architect's additional service made necessary by such default, neglect or failure. If the payments then or thereafter due Contractor are not sufficient to cover such amount, then Contractor shall pay the difference to the Owner within ten (10) calendar days.

ARTICLE 56 INDEMNIFICATION

A. Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorneys fees of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

B. Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 57 NON-UTILIZATION OF ASBESTOS MATERIAL

NO ASBESTOS OR ASBESTOS-CONTAINING PRODUCTS SHALL BE USED IN THIS CONSTRUCTION OR IN ANY TOOLS, DEVICES, CLOTHING, OR EQUIPMENT USED TO EFFECT THIS CONSTRUCTION.

Asbestos and/or asbestos-containing products shall be defined as all items containing, but not limited to, chrysolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (1%) asbestos shall be defined as asbestos-containing material. All work or materials found to contain asbestos or work or material installed with asbestos-containing equipment will be immediately rejected and this work will be removed at no additional cost to the District.

ARTICLE 58 LIEN RELEASES

Contractor shall, at its own cost, defend, indemnify and hold harmless the District, its officers, agents, employees, assigns, and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including attorney's fees and expenses, or any of them, arising from or attributable to a lien or stop notice filed and/or severed in connection with the work.

ARTICLE 59 ALLOCATION OF COSTS

Contractor acknowledges that the projected cost of construction is potentially subject to change due to unanticipated increases in construction costs. In the event of an increase in costs, Contractor may be subject to an increase of up to ten percent (10%). In the event of any decrease in costs, the District shall allocate a fair and reasonable portion of the savings for purposes of reducing the Contractor's costs. In considering such costs, the District shall utilize the Engineering-News Record Building Cost Index history ("BCI") applicable as of the date bids are awarded. As a result, it is agreed that the Contractor shall be liable for its share of cost increases that exceed the BCI applicable the date bids are awarded which is presently contemplated by the District in the Allocation of Costs set forth in Section 13.13 of the General Conditions. For example, if the Project is built in 2005 and awarded in 2004, then the total accumulated differential between the 2004 BCI and the 2005 BCI percentage will be factored into the estimated cost per square foot of the Project. [i.e. $((\text{BCI applicable at the time of construction} - 4102) / 4102) * \text{Per Square Foot Cost} = \text{Adjustment to Square Foot Cost}$. Note that this number can be a negative number which adjusts price either up or down.] Notwithstanding any of the foregoing the District shall not be liable to the extent any increased costs are the result of any unreasonable failure by the Contractor to anticipate costs of labor, materials and supplies or timing in which materials are ordered.

THIS PAGE INTENTIONALLY LEFT BLANK

Mt. Empire Unified School District

CAMPO ELEMENTARY WATER FACILITY RECONSTRUCTION REHABILITATION OF EXISTING WELL NO. 1 AND 2

SWRCB PROJECT NO. 3700018-001C

DSA PROJECT NO. 04-122492

ATTACHMENT 12

SPECIAL CONDITIONS

ARTICLE 11 – INSURANCE AND BONDS

Article 11.10 Performance and Payment Bonds – The number of executed copies of the Performance Bond and the Payment Bond required is three (3).

Division 1 Forms

IMMEDIATE CONSTRUCTION CHANGE DIRECTIVE NO.

PROJECT: _____

TO: _____

You are hereby directed to provide the extra work necessary to comply with this ICD.

DESCRIPTION OF CHANGE: _____

COST (This cost shall not be exceeded): _____

TIME FOR COMPLETION: _____

NOTE:

Pursuant to Article 7.3.1.2 An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the District (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly. CONTRACTOR SHALL PROCEED WITH WORK SET FORTH IN THIS ICD IMMEDIATELY UPON RECEIPT OR THE DISTRICT MAY EITHER HOLD THE CONTRACTOR IN EITHER PARTIAL DEFAULT PURSUANT TO ARTICLE 2.2 OR TOTAL DEFAULT PURSUANT TO ARTICLE 14.

Architect

District

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: _____

TO: _____

As the Architect for the Project described above, the Project has reached Substantial Completion. Substantial Completion is not reached unless and until each of the following three (3) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch Items (See Article 9.9 of the General Conditions); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, all building systems including mechanical, electrical and plumbing are all functioning; and (3) the Project is fit for occupancy and its intended use

I certify that the Project has reached Substantial Completion as defined above on the following date:

_____.

Architect

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

_____ certifies that it has performed one of the following:

[Name of contractor/consultant]

- ☐ Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Mountain Empire Unified School District, pursuant to the contract/purchase order dated _____, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- ☐ Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
- ☐ 1. The installation of a physical barrier at the worksite to limit contact with pupils.
- ☐ 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date _____, 20____

[Name of Contractor/Consultant]

By its: _____

ATTACHMENT A:

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

Mt. Empire Unified School District

CAMPO ELEMENTARY WATER FACILITY RECONSTRUCTION REHABILITATION OF EXISTING WELL NO. 1 AND 2

SWRCB PROJECT NO. 3700018-001C

DSA PROJECT NO. 04-122492

ATTACHMENT 13

ESCROW AGREEMENT

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the Mountain Empire Unified School District, 3291 Buckman Springs Road, Pine Valley, California 91962, hereinafter called "Owner", and _____ whose address is _____, hereinafter called "Contractor", and _____ whose address is _____, hereinafter called "Escrow Agent".

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

1. Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for Retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the Retention earnings directly to the escrow agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as Retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of the Owner, and shall designate the Contractor as beneficial owner.
2. The Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. When the Owner makes payments of Retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.
5. The interest earned on the securities, or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the Owner of the notice of default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.
8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account.

The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payment of fees and charges.

9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Agent:

Title

Name

Signature

Address

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

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

OWNER

CONTRACTOR

Title

Title

Name

Name

Signature

Signature

Mt. Empire Unified School District

CAMPO ELEMENTARY WATER FACILITY RECONSTRUCTION REHABILITATION OF EXISTING WELL NO. 1 AND 2

SWRCB PROJECT NO. 3700018-001C
DSA PROJECT NO. 04-122492

ATTACHMENT 21

**PWC-100 PROJECT INFORMATION FORM
(SUBMIT WITH BID)**

PROJECT INFORMATION FORM (PWC-100)

**Mountain Empire Unified School District
(DIR) Department of Industrial Relations Compliance Form**

**THIS FORM MUST BE COMPLETED & SUBMITTED WITH THE PROJECT
BID DOCUMENTS, PROPOSAL OR QUOTE THAT INCLUDES LABOR COSTS
OF \$1,000 OR MORE.**

VENDOR/CONTRACTOR INFORMATION:

DIR Registration No.:

Contractor's License #:

Business Name:

Business Address:

Project Mgr/Rep Name:

Title:

Email Address:

Telephone Number

Project Site and Description: _____

Est. Start Date _____ Est. Completion Date _____

CLASSIFICATIONS

☐ Asbestos ☐ Boilermaker ☐ Bricklayers ☐ Carpenters ☐ Carpet/Linoleum ☐ Cement Masons
☐ Drywall Finisher ☐ Drywall/Lathers ☐ Electricians ☐ Elevator Mech. ☐ Glaziers ☐ Iron Workers
☐ Laborers ☐ Mill Wrights ☐ Operating Eng ☐ Painters ☐ Pile Drivers ☐ Pipe Trades ☐ Plasterers
☐ Roofers ☐ Sheet Metal ☐ Sound/Comm ☐ Surveyors ☐ Teamster ☐ Tile Workers

***** FOR MOUNTAIN EMPIRE UNIFIED SCHOOL DISTRICT USE ONLY *****

Project Award Date:	Awarding Body: Mountain Empire Unified School District
Project Name:	Project #:
Brief Description:	Contract #:
Contract Amount:	Total Project Cost:
Number of Prime V/C:	Alternative Model:
<u>Physical Address (School or Site):</u>	<u>Billing Address:</u> 3305 Buckman Springs Rd Pine Valley, CA 91962

Mt. Empire Unified School District

CAMPO ELEMENTARY WATER FACILITY RECONSTRUCTION REHABILITATION OF EXISTING WELL NO. 1 AND 2

SWRCB PROJECT NO. 3700018-001C

DSA PROJECT NO. 04-122492

ATTACHMENT 22

BIDDING SCHEDULE

Mountain Empire Unified School District
CAMPO ELEMENTARY WATER FACILITY RECONSTRUCTION
REHABILITATION OF EXISTING WELL NO. 1 AND 2
Bidding Schedule

Advertising Dates	Friday, August 9, 2024 and Friday, August 16, 2024
Pre-bid Conference & Site Walk (mandatory)	Thursday, August 29, 2024 at 3pm
Substitution Requests Due	Friday, September 6, 2024
Questions due from Bidders	Wednesday, September 11, 2024 at 11am
FINAL Addendum to Bidders	Thursday, September 19, 2024
Open Bids	Thursday, September 26, 2024 at 2pm
Protest Period	Friday, September 27, 2024
Protest Period Ends	Friday, October 4, 2024
Preliminary Notice of Award	Friday, October 4, 2024
Contract & Agreement Submittals due to District	Thursday, October 31, 2024
Governing Board – Bid Award	Tuesday, November 12, 2024
Preconstruction/LCP Meeting	Friday, November 22, 2024
Technical Submittals due to NV5	Thursday, December 12, 2024
Notice to Proceed	Friday, November 22, 2024
Start Date:	Monday, November 25, 2024
Project Completion Date:	Friday, January 24, 2025

Mt. Empire Unified School District

CAMPO ELEMENTARY WATER FACILITY RECONSTRUCTION REHABILITATION OF EXISTING WELL NO. 1 AND 2

SWRCB PROJECT NO. 3700018-001C

DSA PROJECT NO. 04-122492

ATTACHMENT 23

GENERAL SCOPE SUMMARY

CAMPO ELEMENTARY WATER FACILITY RECONSTRUCTION
REHABILITATION OF EXISTING WELL NO. 1 AND 2

GENERAL SCOPE SUMMARY OF WORK INCLUDED:

General Notes

- 1.1 The work includes, but is not necessarily limited to, furnishing all labor, materials, appliances, tools, equipment, facilities, transportation, applicable taxes, permits and services necessary for, and incidental to, performing all operations in connection with this Contract, complete as shown on the drawings and/or specified herein. Contractor is to complete all work as detailed herein as well as indicated in plans and specifications in accordance with approved project documents. Multiple mobilizations may be required to perform this work.
- 1.2 This Contractor shall review ALL contract documents to verify the Limits of Work that relate to the Work required by this Contractor. This includes any demolition and repair / replacement of existing features necessary to perform the work.
- 1.3 This Contractor shall be responsible for all scaffolding, hoisting and transportation of materials and personnel required for the completion of its scope of Work.
- 1.4 This Contractor shall furnish and install all braces, brackets and support systems as required for the work of this Contract, unless noted otherwise.
- 1.5 This Contractor understands that there is limited space on site to store materials. All materials will be stored off site at this Contractor's expense and will only be moved on site when the Work is ready for it to be installed. Relocation of stored materials will be at this Contractor's expense.
- 1.6 This Contractor is responsible for submitting inspection requests to the Inspector of Record as he requires, on a form acceptable to him.
- 1.7 While performing work, legally remove and dispose of all construction waste, demolition debris, trash or unsuitable material.
- 1.8 This Contractor is responsible for environmental conditions that effect its work, and shall employ all means necessary to mitigate disruptions, delays, and damages from environmental conditions.
- 1.9 This Contractor acknowledges that this project is to be started very quickly and shall provide all shop drawings, materials, & accessories required for complete performance of the work of this Contract. These shop drawings will also include any and all shoring, laydown and clean-up areas. Provide all submittals and shop drawings required for submittal within the first 30 calendar days after Notice of Award and respond to any returned comments within three (3) calendar days after receipt of same. A penalty of \$50 per day per submittal may be assessed against this Contractor's contract for each late submittal.
- 1.10 This Contractor shall provide and maintain handrail or fall protection as required by Cal-OSHA and their safety manual for this project, to protect the local work area until such time as there is no longer a fall hazard.
- 1.11 This Contractor shall submit a project schedule within ten (10) days of receipt of Notice to Proceed. This schedule shall be in a format acceptable to the Construction Manager and shall show sufficient detail to determine the critical path, start of work, all major work activities, activity durations, and completion of work within the timeframe provided in the Contract Documents. The final activities, their order, interrelationship and duration shall be approved by the Construction Manager. ALL work (including Punch List corrections) is to be completed prior to the Project Completion Date listed in the Bid Documents.
- 1.12 This Contractor is responsible for parking and any necessary transportation to and from the Project Site for its workers and its subcontractor's workers. There will be only limited parking on the Campus or on Site for workers. Without express consent from the District, vehicles parked on the Campus will be towed at the vehicle owner's expense.
- 1.13 This Contractor shall protect all existing adjacent finishes from damage while performing the work of this Contract. Repair or replace any damaged surfaces to the satisfaction of the District.
- 1.14 This Contractor shall be responsible for calling Dig Alert and hiring private mark out necessary to locate existing utilities; protect in place all existing features or utilities not indicated in the contract for removal and take appropriate precautions when performing work in areas of existing utilities. Refer to Contract Documents,

as-builts and USA/private mark out when performing any work that may affect existing utilities. Any damage done to existing features or utilities, in the course of work, will be repaired by this Contractor at no cost to Owner.

1.15 This Contractor shall provide all traffic control, permits, barricades, warning lights, flag men, etc. as required to keep the Public safe during the execution of the work.

1.16 This Contractor shall provide all drilling, coring, cutting, boring, epoxy, welding or grouting as may be required for installation of work.

1.17 Weekly Progress Meetings will be held (date and time to be determined by Construction Manager) and it is mandatory that this Contractor provide representation by the Project Superintendent and someone with authority to make financial decisions.

1.18 This Contractor's As-built documents of new work and existing utilities are to be kept current daily. If this Contractor fails to keep As-Builts current, their application for payment that month may be delayed or denied.

1.19 All required warranties and guarantees shall be endorsed and furnished by this Contractor prior to retention being paid.

1.20 This Contractor's Close Out documents as well as Operation and Maintenance Data is due prior to Occupancy by the Owner in the format prescribed in the specifications. If this Contractor fails to provide this data by this date, a \$50 per day late fee will be assessed against its contract.

1.21 This Contractor is responsible for fire caulking and/or fire proofing any penetrations that they make or that are made on their behalf in fire rated assemblies.

1.22 This Contractor is responsible to protect their work from damage until Contract Completion Date. It will be this Contractor's responsibility to repair or replace their damaged work to the District's satisfaction.

1.23 This Contractor is required to keep their work and laydown areas clean per OSHA standards, with trash and debris properly and legally disposed of into containers on a daily basis or more often if necessary to keep the area safe. At the completion of this Contractor's work in an area, the area shall be broom swept clean and debris properly and legally disposed of. If in the opinion of the Construction Manager this is not done, notice will be provided and a cost of \$100 will be imposed for each day that the area is not cleaned. If still not cleaned in a timely manner, the Construction Manager may direct others to perform clean up and this Contractor will be responsible for all costs.

1.24 This Contractor shall provide to the Construction Manager their daily report as well as their subcontractor's (in a format acceptable to the Construction Manager) no later than 9:00 AM the workday following any work on the Site by this Contractor or its subcontractors. A cost of \$50 per day per report may be assessed against this Contractor for each late report.

1.25 This Contractor shall provide to the Construction Manager a copy of their Tailgate Safety Meeting report as well as their subcontractor's no later than 9:00 AM the workday following the date the report was made. Reports to be performed at frequency required by OSHA.

1.26 This Contractor shall be responsible to remove any dirt or debris that is deposited outside the Project boundaries by vehicle or pedestrian traffic related to its Work. This includes vehicular street sweeping if necessary.

1.27 This Contractor is responsible for temporary power for their Work.

1.28 This Contractor shall furnish and install caulking and sealants per specifications as required for the installation of and between components of work provided under this contract or work previously installed in order to provide a fire rated, water tight and/or acoustic assembly as required.

1.29 Not used.

1.30 This Contractor acknowledges that this project is to be completed with an aggressive schedule. Therefore, at no additional cost, this Contractor agrees to provide ample crew size(s), foreman(s), adequate equipment, and overtime if required (at the Construction Manager's discretion), due to its lack of manpower in order to support the success of the project schedule. This Contractor is to provide all resources (labor, material and equipment) to support at a minimum, 5 day workweek with 8 hour days each day for the duration of the

project. This Contractor also acknowledges and agrees that crew sizes may fluctuate in size from week to week depending on the status of the Project.

1.31 This Contractor acknowledges and agrees that they are obligated to provide complete re-installations for all Mechanical, Plumbing, Electrical, Fire Sprinkler and other Specialty Equipment and Systems that are removed or relocated during the course of its work. There are no "future" equipment or systems; all equipment and systems require complete and operational hook-up / installation as shown or not shown in the project drawings.

1.32 All utilities will be safed off by this contractor. Coordination and scheduling for the utility safe off is the responsibility of this Contractor.

1.33 This Contractor is to perform ALL work indicated in the Contract Documents whether listed in this document or not.

1.34 This Contractor will be required to utilize Procore for all communications with the Construction Manager. Procore access will be provided.

1.35 Contractor is to provide full time on site supervision of the Work by a District approved Superintendent.

Project Specific Scope:

- 1) All Work indicated in Contract Documents including but not limited to the rehabilitation of two existing potable water wells, the relocation of a fire hydrant, the installation of a VFD, and improvements to the electrical system at the domestic booster pump station at Campo Elementary School.
- 2) Contractor shall include in the cost of the work, an allowance, with a value of \$ 10,000.00 for Unforeseen Site Conditions. The allowance shall be shown separately on the contractor's schedule of values. Any unused portion of the allowance will be refunded to the District by deductive change order at the completion of the Project
- 3) Not used.
- 4) Not used.
- 5) Not used.
- 6) Contractor is to include any overtime work necessary to complete the Work within the duration specified.
- 7) Contractor to provide temporary facilities including but not limited to toilets and hand wash stations, as required.
- 8) Contractor is to protect any landscaping that is not designated to be removed. This includes protection of trees extending to the drip line of the tree.
- 9) All excavation Work is to stay 10' clear (measured from the face of the tree trunk) away from any tree.
- 10) Contractor to provide any infrastructure necessary to utilize water provided by the district that is required for construction activities.
- 11) Contractor is responsible to provide all temporary utilities necessary to perform the Work.
- 12) Contractor is to provide any necessary landscape maintenance
- 13) Contractor to replace all concrete removed or damaged during construction to the satisfaction of the Construction manager.
- 14) Contractor to include grinding and overlay of existing asphalt paving as indicated in the contract documents.
- 15) Contractor is to include repair or replacement of existing landscaping and irrigation system damaged by construction activities.
- 16) Contractor is to utilize a licensed surveyor to perform layout for improvements.
- 17) Contractor is required to follow all Federal, State, County, City and AGC guidelines for Covid-19 safety requirements
- 18) Except as noted otherwise, Contractor shall remove and dispose of all existing above grade well piping and appurtenances at a California licensed recycling center, and shall provide written evidence of material recycling. Contractor shall coordinate with construction manager prior to any demolition work.
- 19) Contractor will need to lift, remove, store, and re-install existing well pump/motor and drop piping for construction of the proposed improvements at each well.
- 20) Contractor shall disinfect existing well, existing well piping, and proposed well piping in accordance with AWWA Standard C654-13 prior to placing well back into service.

- 21) Contractor shall maintain equipment, materials, and personnel in close proximity to wellhead and shall not infringe on school areas outside of the fenced area in which Well No. 1 and 2 are located.
- 22) Only one well shall be disconnected from the system at any time.
- 23) Locate and expose all power and signal conduits beneath the footprint of proposed gravel pad prior to initiating drilling or other ground disturbing activities.
- 24) Fire safety during construction and demolition shall comply with California Fire Code Chapter 33.

END OF SECTION

This form is required.
Failure to submit a Bid with this form shall constitute grounds for rejection of the Bid.

FORMAL CONTRACT

THIS AGREEMENT, made and entered into this ___ day of _____, 20___, by and between _____ hereinafter referred to as "Contractor," and the Mountain Empire Unified School District, Pine Valley, California, hereinafter referred to as "MEUSD."

WITNESSETH:

That for and in consideration of the promises and agreements hereinafter made and exchanged, MEUSD and Contractor agree as follows:

- A. Contractor will furnish all labor, materials, equipment, tools, transportation, services, appliances, and appurtenances for the **REHABILITATION OF WELL NO. 1 AND 2** as specified and directed for a complete and operating installation in accordance with the Plans and Specifications therefore, accepted by MEUSD as prepared by NV5, Inc.
- B. MEUSD will pay Contractor progress payments and the final payment in accordance with the method set forth in the Specifications with warrants drawn on the appropriate fund or funds as required, according to the prices as bid and accepted, based upon the Contract Documents, Plans, Specifications and Addenda, as follows:

Net Contract Price = _____ dollars
\$ _____

- C. Contractor agrees to complete said Work within one hundred fifty (150) calendar days, from the day following the issuance of the Notice to Proceed, and to the entire satisfaction of MEUSD before final payment is made.
- D. Time is of the essence on this Contract.
- E. That pursuant to the provisions under LIQUIDATED DAMAGES in the GENERAL CONDITIONS of said Specifications. Liquidated damages shall be one thousand five hundred Dollars (\$1,500) per day for each calendar day of delay beyond the Contract Time.
- F. Contractor will pay, and will require all subcontractors to pay, all employees on said Work a salary or wage at least equal to the prevailing salary or wage established for such Work as set forth in the wage determinations and wage standards applicable to this Work, as contained in or referenced by the Specifications for this Work. State and federal prevailing wages are required for this Work.
- G. Contractor shall forfeit to MEUSD, as a penalty, Two-Hundred Dollars (\$200) for each calendar day or portion thereof for each worker paid (either by him or any

subcontractors

under him) less than the prevailing rate set forth herein on the Work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California, and which shall be in addition to any other penalties, damages, or other remedies available to MEUSD.

- H. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the Contractor shall not require more than eight (8) hours of labor in a day and forty (40) hours per week from any person employed by him hereunder, except as provided in the Labor Code of the State of California. That Contractor shall conform to Article 3, Chapter 1, Part 7 (Section 1810, et seq.) of the Labor Code of the State of California, and it is agreed that Contractor shall forfeit to MEUSD, as a penalty, the sum of twenty-five (\$25) Dollars for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of said Article, unless such worker receives compensation for all hours worked in excess of eight (8) hours and forty (40) hours in one week at not less than one and a half (1-1/2) times the basic rate of pay.
- I. Contractor shall carry worker's compensation insurance and require all subcontractors to carry worker's compensation insurance as required by the Labor Code of the State of California.
- J. Contractor shall, prior to the execution of the Contract, furnish two bonds approved by MEUSD, one in the amount of One Hundred (100) Percent of the Contract price, to guarantee the faithful performance of the Work, and one in the amount of One Hundred (100) Percent of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by MEUSD.
- K. This Formal Contract incorporates by reference and includes the Notice Requesting Bids, Information for Bidders, Bid Form, General Conditions, Special Conditions, Specifications, Bidders Bond, Noncollusion Declaration, Formal Contract, Payment Bond, Faithful Performance Bond, Contract Forms, Plans, and Addenda, if any, all as the term "Contract". "Contract Documents" shall be defined in the General Conditions and shall include all of the above.
- L. In the event any legal action is commenced to enforce or interpret the provisions of this Contract, the venue for any such action shall be in the County of San Diego, State of California.
- M. MEUSD will timely notify Contractor in the event that a claim is filed by a third party which is related to the Contract. MEUSD will notify Contractor of such claim within ten (10) business days from the date on which MEUSD is made aware of the claims. MEUSD may recover reasonable costs incurred in providing such notification.

N. Any notice required or permitted under this Contract may be given by ordinary mail at the address set forth below. Any party whose address changes shall notify the other party in writing. Notices by ordinary mail shall be deemed given the fifth (5th) day after deposit in the mail, or upon actual receipt, whichever occurs first.

To MEUSD:
Jacob Mann
3291 Buckman Springs Rd
Pine Valley, CA 91962
619-508-8077
jacob.mann@meusd.org

To Contractor:
NAME
ADDRESS
ADDRESS
PHONE
EMAIL

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

(Contractor)

MOUNTAIN EMPIRE UNIFIED SCHOOL DISTRICT
(Owner)

(SEAL)

By _____
(Signature)

By _____
(Signature)

(Print name)

Board Chair, _____

(Title)

Contractor's License No.: _____

Expiration Date: _____

Approved as to form:

Legal Counsel, Mountain Empire Unified School District

This form is required, and the Contractor's provision of a bond on this form is a mandatory requirement of the Contract.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, the Mountain Empire Unified School District (hereinafter "MEUSD"), has, on _____, 20____, awarded to _____ (hereinafter the "Principal"), a contract for the **REHABILITATION OF EXISTING WELL NO. 1 AND 2** as specified in the Contract Documents; and all miscellaneous work as specified and directed for a complete and operating installation (the "Contract").

WHEREAS, the Principal is required to furnish a bond in connection and with the Contract, providing that if the Principal, or any of his or its subcontractors, shall 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 done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, his or its heirs, executors, administrators, successors, or assigns, shall 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 for amount due under the Unemployment Insurance Code of the State of California with respect to such work or labor, or for any amounts due or to be withheld pursuant to Sections 18668 of the Revenue and Taxation Code of the State of California, or with respect to any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code of the State of California, or with respect to any work or labor for which a bond is required by the provisions of Section 3247 through 3252 of the Civil Code of the State of California, and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, appliances, owned or used, in, upon, for, or about the performance of the Work contracted to be executed or performed, or any person who performs work or labor upon same, or any person who supplies both work and materials, thereto, shall have complied with the provisions of the Civil Code of the State of California, then the Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and in case suit is brought upon this bond, also will pay such reasonable attorneys' fees and costs to MEUSD as shall be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under the Civil Code of the State of California, so as to give a right of

action to them or their assigns in any suit brought upon this bond.

And the surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition of the terms of the contract or to the Work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations under this bond, and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract, specifications thereto, or to the Work thereunder. The Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

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

(Seal)

Principal

Title

Signature for Principal

Title

Surety

(Seal)

Signature for Surety

Title

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 _____ before me, _____
(insert name and title of the officer)

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 _____ (Seal)

THIS PAGE INTENTIONALLY LEFT BLANK

This form is required, and the Contractor's provision of a bond on this form is a mandatory requirement of the Contract.

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, the Mountain Empire Unified School District ("MEUSD"), has, on _____, 20 _____, awarded to _____, (the "Principal"), a contract for furnishing all labor, materials, equipment and services for the **REHABILITATION OF EXISTING WELL NO. 1 AND 2** as specified in the Contract Documents; and all miscellaneous work as specified and directed for a complete and operating installation (the "Contract").

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the Contract and any alterations made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless, MEUSD, its officers, employees and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue and Principal and Surety, in the event suit is brought on this bond, will pay to MEUSD such reasonable attorneys' fees and costs as shall be fixed by the court.

As a condition precedent to the satisfactory completion of the Contract, the above obligation in the said amount shall remain in effect for a period of one (1) year after the completion and acceptance by MEUSD of the Work, undertaken pursuant to the Contract during which time if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect MEUSD from loss of damage made evident during said period of one year from the date of acceptance of the work, and resulting from or caused by defective materials and/or faulty workmanship in the prosecution of the work done, the above obligation in the said amount shall remain in full force and effect. However, notwithstanding anything in this paragraph to the contrary, the obligation of the Surety hereunder shall continue in effect so long as any obligation of the Principal remains.

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

alteration, or addition to the terms of the contract, specifications thereto, or to the Work. The Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

As a part of the obligation secured hereby and in addition to the amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees and court costs, incurred by MEUSD in successfully enforcing any and all obligations, hereunder all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this__day of_____, 20_, the name and corporate seal of each corporate party being hereto affixed and these presents duly executed by its undersigned representative, pursuant to authority of its governing body.

Principal

(Seal)

Signature for Principal

Title

Surety

(Seal)

Signature for Surety

Title

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 _____ before me, _____
(insert name and title of the officer)

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 _____ (Seal)

**** END OF CONTRACT DOCUMENTS ****

WARRANTY FORM

WARRANTY FOR THE MOUNTAIN EMPIRE UNIFIED SCHOOL DISTRICT

REHABILITATION OF EXISTING WELL NO. 1 AND 2

We hereby guarantee the Mountain Empire Unified School District (Owner) the **REHABILITATION OF EXISTING WELL NO. 1 AND 2** for a period of one (1) year after the date of acceptance of the Work by MEUSD.

We agree that if any of the equipment provided under this Contract should fail due to any reason other than improper maintenance, improper operation or any defect in equipment supplied by MEUSD; or if any equipment, pipe or appurtenances should develop leakage due to improper assembly or installation; or if any settlement of fill or backfill occurs; or should any portion of the Work fail to fulfill any of the requirements of the Contract, we will, within five (5) days after written notice of such defects, commence to repair or replace the same together with any other work which may be damaged or displaced in so doing.

In the event of our failure to comply with the above mentioned conditions within a reasonable time after being notified, or should the exigencies of the case require repairs or replacements to be made before we can be notified or respond to notification, we do hereby authorize the Mountain Empire Unified School District to proceed to have the defect repaired and made good at our expense, and we will pay the cost therefore upon demand.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the Contract Documents and by law.

Contractor:

Signed: _____
(Authorized Representative)

Title: _____ Date: _____
(Authorized Representative)

THIS PAGE INTENTIONALLY LEFT BLANK

**PUBLIC WORKS PAYROLL REPORTING
FORM**

For Privacy Considerations

Fold back along dotted line prior to copying for release to general public (private persons). To accompany copies of payroll records (which may be provided in electronic format) upon request.

REHABILITATION OF EXISTING WELL NO. 1 AND 2

I, _____, the undersigned, am _____ with the authority
to act (name - print) (position in business)

for and on behalf of _____, certify under penalty of
perjury (name of business and/or contractor)

that the records or copies thereof submitted and consisting of _____

(description, no. of pages)

are originals or true, full, and correct copies of the originals which depict the payroll record(s) of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named.

I further certify that _____ has
(name of business and/or contractor)

complied with the requirements of Labor Code sections 1771, 1811, and 1815 for all work performed by its employees on the _____ Project.
(name of project)

Date: _____ Signature: _____

THIS PAGE INTENTIONALLY LEFT BLANK