GROSSMONT UNION HIGH SCHOOL DISTRICT

MT MIGUEL SCIENCE BUILDING
MULTI PRIME
CN-4067 TO CN-4073

BID AND CONTRACT DOCUMENTS

November 20, 2024

Rian Pinson, Purchasing Director

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GROSSMONT UNION HIGH SCHOOL DISTRICT

MT MIGUEL SCIENCE BUILDING
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SECTION 00020
NOTICE TO CONTRACTORS
CALLING FOR BIDS

DOCUMENT 00020
NOTICE INVITING BIDS
PURSUANT TO THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (PCC 22000 et seq.)

NOTICE IS HEREBY GIVEN that the Governing Board of the Grossmont Union High School District ("District") is inviting prequalified contractors with prequalified subcontractors to submit sealed bids for the construction project described below ("Project").

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PLACE FOR SUBMITTING BIDS: Bids must be delivered to the District at the following location: **Grossmont Union High School District Bond Trailer, 9600 ½ Milden Street, La Mesa, CA, 91942**

BID DEADLINE: Bids must be delivered to and received by the District at the location specified above as the place for submitting bids not later than the date and time specified below, at which time the District will publicly open and read all bids. Any bid received by the District after the Bid Deadline shall be returned to the bidder unopened. Bids must be received by the District no later than the following Bid Deadline: **December 18, 2024 at 2:00 pm**

OBTAINING OFFICIAL BID DOCUMENTS: Prospective bidders may secure a set of bid documents as of November 20, 2024 by emailing Leanne Loera – lloera@cwdriver.com

SCOPE: Modernization of Building 300, the school's science classroom building. This is a full modernization of interior only.

REQUIREMENTS FOR BID: Bids must be submitted on the Bid Form provided by the District and included in the bid documents. Each bid must strictly conform with and be responsive to this Notice Inviting Bids, the Instructions for Bidders, and other Contract Documents. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding. Except as provided in Public Contract Code Section 5100 *et seq*., no bidder may withdraw a bid for a period of ninety (90) calendar days after the opening of the bids.

PREQUALIFICATION: This Project expenditure is valued at $1 million or more, therefore all Prime Contractors and Subcontractors identified in Public Contract Code (PCC) section 20111.6 must be prequalified. Contractors/Subcontractors must submit a prequalification application online at QualityBidders.com per the schedule, this includes renewals. For details on prequalification procedures for Prime and Subcontractors please see the District website http://www.guhsd.net/Departments/Business-Services/Purchasing/Prequalification/index.html. Bidders are advised that all First tiered subcontractors, even those under ½ of 1% and that are Mechanical, Electrical or Plumbing ("MEP") must be listed in your bid package regardless of the percentage of work. All General (Prime) Contractors and All MEP first tier subcontractors that HOLD the stated licenses in PCC 20111.6 must be prequalified to work on this Project in accordance with the time requirements set forth above.

DVBE: This bid is subject to Disabled Veteran Business Enterprise requirements. Minority, women, and disabled veteran contractors are encouraged to submit bids. District is required to have 3% percentage each year. Bidder must provide a DVBE prime or subcontractor at 3% or

complete the Good Faith Efforts package. Construction Manager will place a DVBE ad. All paperwork is due at time of bid.

DIR REGISTRATION AND LABOR COMPLIANCE MONITORING: Except as provided in Labor Code Section 1771.1(a), no Contractor or Subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015, or perform work on a public works contract awarded on or after April 1, 2015, unless registered with the Department of Industrial Relations pursuant to California Labor Code Section 1725.5. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor and any Subcontractors engaging in work on the Project are required to review and comply with the provisions of the California Labor Code, Division 2, Part 7, Chapter 1, beginning with Section 1720, and the regulations of the Department of Industrial Relations implementing those provisions. These statutory and regulatory provisions contain specific requirements concerning, for example, the determination and payment of prevailing wages, retention, inspection and auditing of payroll records, use of apprentices, payment of overtime compensation, and various penalties or fines which may be imposed for violations of the requirements of the chapter. Submission of a bid proposal constitutes the bidder's representation that it has thoroughly reviewed these statutory and regulatory requirements and agrees to bind every Subcontractor performing work on the Project to these requirements to the extent such requirements are applicable to the Subcontractor's work.

REQUIRED BID SECURITY: Each bid must be submitted with security in an amount not less than ten percent (10%) of the maximum bid amount as a guarantee that the bidder will enter into the proposed contract, if awarded to the bidder, and will provide the performance and payment bonds, insurance certificates and other documents described in the Contract Documents. Such security must be in one of the following forms: (1) a cashier's check made payable to the District; (2) a certified check made payable to the District; or (3) a bond made payable to the District in the form set forth in the Contract Documents. Any bond must have been issued by a California-admitted surety as defined in Code of Civil Procedure Section 995.120

REQUIRED CONTRACTOR LICENSE: The class(es) of California contractor's license(s) required in order to bid on and perform the contract for this Project is:

CN-4067	Demolition License A, or B or (C12 and C21 and C22)
CN-4068	Concrete License B or (C8 and C13 and C50)
CN-4069	Rough Carpentry License B or (C5 and C51)
CN-4070	Finishes/Specialties License B
CN-4071	Plumbing License A, or B, or (C16 and C34 and C36)
CN-4072	HVAC/Controls License C20
CN-4073	Electrical/Low Voltage License C10

MANDATORY PRE-BID CONFERENCE AND SITE VISIT: The District will conduct a pre-bid conference and site visit on **December 3, 2024 at 7:30 am** for the purpose of acquainting all prospective bidders with the bid documents and the work site. Attendance is mandatory, and any bidder that does not attend may be disqualified from work on the Project. The pre-bid conference(s) will begin **at the Mt Miguel High Parking Lot Under Solar, 8585 Blossom Lane, 91977.**

DISTRICT STANDARDS: The District has made a finding that certain brand or trade names are necessary in order to maintain conformity among its campuses, to maintain compatibility with existing systems, and to streamline maintenance and parts storage.

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

PREVAILING WAGES: The Project is a public work and the successful bidder and each of its subcontractors of any tier will be required to pay not less than the general prevailing rates of per-diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the contract ("Prevailing Wages"). A copy of the per-diem rates of Prevailing Wages applicable to the Project is on file and available for review at the location specified above as the place for submitting bids, and a copy will be posted at the site of the Project. Wages can be found at http://www.dir.ca.gov/OPRL/PWD/Index.htm.

SUBCONTRACTORS: Bidder shall include the name, location of the place of business, and the California contractor license number of each subcontractor who will perform work or assist the bidder in completing the Project, pursuant to the Subletting and Subcontracting Fair Practices Act. An inadvertent error in listing the contractor license number shall not be grounds for filing a bid protest or grounds for considering a bid nonresponsive, assuming the corrected contractor's license number is submitted by the bidder within twenty-four (24) hours after the bid opening and the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

District Contact: Rian Pinson, Director of Purchasing, rpinson@guhsd.net

Construction Estimate: $4,000,000

Dated this 20 day of November, 2024

Clerk of the Governing Board
Grossmont Union High School District
San Diego County, California

GROSSMONT UNION HIGH SCHOOL DISTRICT

MT MIGUEL SCIENCE BUILDING
MULTI PRIME
CN-4067 TO CN-4073

SECTION 00100
INSTRUCTIONS FOR BIDDERS

(00100)
INSTRUCTIONS FOR BIDDERS

WARNING: READ THESE INSTRUCTIONS FOR BIDDERS AND OTHER CONTRACT DOCUMENTS CAREFULLY. DO NOT ASSUME THAT THE DOCUMENTS ARE THE SAME AS SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF PREVIOUSLY PROVIDED BY THE DISTRICT.

1. **Review of Plans and Specifications.** Each bidder, at its own expense and prior to submitting its bid, shall thoroughly review and become familiar with all of the plans and specifications for the Project. A bidder is required to review the plans and specifications only in its capacity as a contractor, not as a licensed design professional. Each bidder must report to the District any errors or omissions in the plans and specifications revealed through such review.

2. **Examination of Project Site and Contract Documents.** Each bidder, at its own expense and prior to submitting its bid, shall visit the site of the Project and become fully acquainted with the conditions relating to the construction and labor so that the bidder fully understands the facilities, difficulties, and restrictions attending the execution of the work under the contract. Subject to District approval and evidence satisfactory to the District of adequate insurance coverage, any bidder that has attended the Mandatory Pre-Bid Conference specified in the Notice Inviting Bids, at its sole cost, may subsequently conduct additional site visits or inspections. These Instructions for Bidders do not constitute a comprehensive statement of all requirements applicable to the Project; therefore, each bidder shall thoroughly examine and become familiar with the drawings, specifications, form of agreement, forms of the required bonds, insurance endorsements and other "Contract Documents" defined in the Form of Agreement. A bidder's failure to obtain and/or thoroughly examine any drawing, specification, form, instrument, addendum or other contract document, or to visit the site and become acquainted with conditions there-existing, shall not relieve the bidder from any obligations with respect to its bid or the contract. The submission of a bid shall be taken as a representation and warranty by the bidder that it has complied with the requirements of this Section. At no time after submitting a bid may the bidder dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done in connection with the Project.

3. **Interpretation of Contract Documents.** If a bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in or omissions from the drawings and specifications, the bidder may submit to the District a written request for an interpretation or correction thereof. The bidder submitting the request shall be responsible for its prompt delivery. Prior to the opening of bids, interpretations or corrections of the Contract Documents will be made only by addendum duly issued by the District. Copies of each addendum will be posted so that each contractor can obtain a copy. No person is authorized to provide any oral interpretation of any provision in the Contract Documents, and no oral interpretation shall be binding on the District. If discrepancies in or conflicts between the drawings and specifications are not addressed in any addenda, the bidder shall include in its bid the methods of construction and/or materials resulting in the higher bid amount.

4. **Ethics in Bidding.** The District expects each bidder to maintain high ethical standards with respect to bidding on the Project. Prior to the award of a contract for the Project, no

bidder shall disclose the amount of any prospective subcontractor's bid or proposal, or any element thereof, to any other prospective subcontractor. Bidders shall not engage in or permit the unethical and unfair practices commonly referred to as bid shopping (e.g., the bidder uses a subcontractor's proposal in attempts to obtain a lower-cost proposal from another subcontractor) and bid peddling (e.g., a subcontractor attempts to obtain a job by offering to work for less than the amount specified in another subcontractor's proposal). If the District determines prior to opening of bids that any bidder has violated any of the foregoing requirements or any other prohibitions set forth in the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 *et seq*.), the District may reject the bidder's bid as non-responsive and report the bidder's actions to the Contractors State License Board.

5. **Contractor Licensing.** Each bidder must be properly licensed in the State of California and "in good standing" at the time of submitting its bid to the District. Failure to satisfy this requirement shall result in the bidder being deemed non-responsive and the bidder will be disqualified from work on the Project. Each bidder must clearly specify its California contractor's license number where indicated in the bid form. The bidder to which the District awards a contract for the Project must maintain the required license(s) specified in the Notice Inviting Bids throughout the duration of the Project.

6. **Listing Subcontractors.** As required pursuant to the Subletting and Subcontracting Fair Practices Act, each bidder shall submit with its bid a list of the names and locations of the places of business of each first tier subcontractor that will perform work or labor or render service to the bidder in or about the Project, or that, under subcontract to the bidder, will specially fabricate and install a portion of the work, in an amount in excess of one-half of 1 percent of the total amount of the bidder's bid. A bidder may not list more than one subcontractor for any one portion of the work. A bidder that fails to list a first tier subcontractor for any portion of the work represents that it is fully qualified to and shall perform such work using its own forces. If the bid documents require the bidder to submit alternate bids and the bidder intends to use different or additional subcontractors for the alternates, the bidder must submit a separate list of subcontractors for each such alternate. A bidder shall submit the lists of subcontractors only on the form included in the bid documents. All first tier subcontractors must be listed if they are required to be prequalified no matter the percentage of work being completed. In addition to providing the subcontractor lists, within one business day after the bids are opened, each bidder must provide the address, telephone number and contractor license number for each listed subcontractor.

7. **Use of Bid Form is Mandatory.** Each bid must be submitted on the Bid Form included in the bid documents. Changes in or additions to the Bid Form, recapitulations of the work for which the bid is submitted, alternative proposals, and other modifications of the Bid Form or any of the documents to be submitted with the bid are prohibited unless specifically called for in the Contract Documents.

8. **Preparing the Bid.** Bidders must fully and properly complete all information required to be included on the Bid Form. Amounts must be stated in both words and numerals where indicated. Prices, wording and notations must be in ink or typewritten. The signatures and/or initials of each person signing the bid and other documents to be submitted with the bid must be in permanent, preferably blue, ink.

9. **Correcting the Bid.** Bids may contain an erasure, interlineation, or other correction only if the correction does not result in any inconsistency or ambiguity and the correction is authenticated by affixing in the margin immediately opposite the correction the initials of the person or persons signing the bid. In the event of inconsistency between words and numerals, words shall govern over numerals.

   (a) **Mandatory Forms to Include in Bid.** Each bidder shall complete and submit with its Bid Form each of the forms specified on the bid form, which are included in the bid documents. A bidder's failure to properly complete and submit any such mandatory form may render the bidder's bid non-responsive to the Notice Inviting Bids.

10. **Signing the Bid and Other Required Forms.** The Bid Form, bonds, subcontractors lists, contractor's certificates, attachments to the Agreement Form, guarantees and other documents requiring an original signature of the bidder must be signed in permanent, preferably blue, ink by a person or persons duly authorized to sign the document. The District may reject as non-responsive any Bid Form containing a stamped or mechanically-printed signature. Depending on whether the bidder is an individual or the type of business entity, signatures must comply with the following:

   (a) **Corporations:** If bidder is a corporation, each document shall set forth the legal name of the corporation and shall be signed by both the bidder's President and the bidder's Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed to the document if the bidder has included with its bid a certified copy of the resolution of the corporate board of directors authorizing such officers or agents to sign the document. Such documents shall include the title of each such signatory below the signature and shall bear the corporate seal.

   (b) **Limited Liability Companies:** If bidder is a limited liability company, each document shall set forth the true name of the company and the names of all members of the company, and all such members shall sign the document. Alternatively, the document may be signed by a managing member of the company if the bidder has included in its bid a certified copy of a statement of the limited liability company acknowledging the signatory as a managing member with authority to sign the document.

   (c) **Partnerships:** If bidder is a partnership of any type, each document shall set forth the true name of the partnership and the names of all persons comprising the partnership, and all such persons shall sign the document. Alternatively, the document may be signed by a general partner of the partnership if the bidder has included in its bid a certified copy of a statement of the partnership acknowledging the signatory as a general partner with authority to sign the document.

   (d) **Sole Proprietorships:** If the bidder is a sole proprietorship, each document must set forth the true name of the sole proprietorship and its owner, and such owner must sign the document. Alternatively, an agent of the owner may sign a document if the bidder has included in the bid a certified copy of a current and valid power-of-attorney authorizing the agent to sign the document.

(e) **Fictitious Names and Joint Ventures:** If the bidder is an entity using a fictitious business name or a joint venture of two or more other parties, documents must satisfy the requirements set forth above for signatures on behalf of corporations and partnerships, as applicable. The signature on any document signed on behalf of any entity using a fictitious business name must so indicate in the signature block. Documents submitted by parties acting as joint venturers must so indicate in the signature block and must be signed by or on behalf of each and every joint venturer.

11. **Sealing and Marking the Bid.** The completed Bid Form and all additional documents and other materials to be submitted with the bid in accordance with the Contract Documents shall be enclosed in a sealed envelope. The bidder shall plainly and clearly mark the outside of the envelope with the bidder's name, address, telephone number, bidder's contractor's license number and the bid package for which the bid is submitted. No other information shall be apparent on the outside of the envelope. The District may reject any bid if the outside of the envelope is improperly or incompletely marked.

12. **Delivering the Bid.** For purposes of the Notice Inviting Bids and these Instructions for Bidders, any reference to the "Bid Deadline" shall mean the date and time specified as the Bid Deadline in the Notice Inviting Bids and any authorized extension thereto. Bids must be delivered to and received by the District at the location specified as the place for submitting bids and by the Bid Deadline. The clock located in the District Bond Trailer and designated as the official clock for bidding purposes shall be used in determining whether bids have been timely delivered and received by the District. Each bidder is solely responsible for ensuring that its bid is timely delivered to and received by the District. At no time will District telephones or facsimile machines be available for use by bidders. Any bid received by the District after the Bid Deadline will be returned to the bidder unopened.

13. **Submitting Bids for Multiple Bid Categories.** If the District is seeking bids for other bid categories related to the Project, bidders may submit bids for more than one bid category. However, the bid for each bid category must be complete unto itself and shall not be dependent on the award, price or some other conditional provision relative to any other separate bid category. No combination bids of any type will be accepted unless expressly permitted in the bid documents.

14. **Interest in More Than One Bid and Unqualified Bidders.** No person or entity shall submit or have any interest in more than one prime bid for the same work except to the extent the bid documents expressly call for alternate bids. The District will not accept more than one bid for the same work from any person or entity, under the same or different names. A reasonable belief by the District that any person or entity has an interest in more than one bid or has submitted more than one bid for the same work on the Project may result in the District rejecting all bids in which the bidder has an interest. A person or entity that has submitted a sub-bid or proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-bid or proposal to other bidders, but the person, firm or corporation is prohibited from submitting a prime bid for the same bid category. The District will not accept any combination bids unless expressly permitted in the bid documents. No person or business entity that has participated in the preparation of any contract specifications shall be permitted to bid on the Project, and any such bid received by the District shall be deemed non-responsive.

15. **Modifying a Bid.** Prior to the Bid Deadline, a bidder may modify its bid by submitting the written modification to the District, in a sealed envelope, which must be received by the District not later than the Bid Deadline. The envelope shall be marked in the same manner as provided in these Instructions For Bidders for the original bid, but shall also include the words "Bid Modification" on the outside of the envelope. The District may reject any modified bid if the modification is not received by the District prior to the Bid Deadline or if it creates an ambiguity or inconsistency, including, without limitation, if the modified bid is unintelligible. In lieu of submitting a modification, a bidder may withdraw its original bid in accordance with these Instructions For Bidders and submit a new bid for the Project, in which case the outside of the sealed envelope shall be marked with the words "Superseding Bid" in addition to the other required information. The bidder must submit any modification or superseding bid in writing to the District via personal or other delivery. The District will not accept oral modifications or superseding bids, and will not accept any modifications or superseding bids sent via facsimile or electronic transmission. Any modification or superseding bid must be delivered to and received by the District prior to the Bid Deadline.

16. **Withdrawing a Bid.** A bidder may withdraw its bid at any time prior to the Bid Deadline, either personally or by written request received by the District prior to the Bid Deadline. In such event, the District shall return the withdrawing bidder's bid security upon request. Except as provided in Public Contract Code Section 5100 *et seq*., in no event may a bidder withdraw its bid during the period after opening of bids that is specified in the Notice Inviting Bids.

17. **Requesting Substitution of Specified Item.** Unless the Contract Documents provide in any particular case that substitution is not permitted, if the Contract Documents call for any specific concern, material, product, thing or service, such specification shall be interpreted as if followed by the words "or equal." Unless provided otherwise in the Contract Documents, a bidder may offer in place of any item specified in the plans, drawings or other Contract Documents ("Specified Item") any material, process, article, *et cetera* that the bidder can demonstrate is materially equal or better in every respect to the Specified Item and that will completely accomplish the purpose of the Contract Documents. Requests for substitution must be made in writing on the Substitution Request form included in the bid documents or available from the District ("Request Form"). Each substitution request is subject to and must conform with the requirements of Sections 3.10.4.3, 3.10.4.4, and 3.10.4.5 of the General Conditions, including, without limitation, requirements for submitting documentation in support of the request. Substitution requests must be submitted to the District not later than the date located on the Bid Schedule specified in the Notice Inviting Bids. The District will not consider any substitution requests received after such date except to the extent provided in Section 3.10.4.2 of the General Conditions.

    The bidder is solely responsible for establishing that a proposed substitution satisfies all requirements of the Contract Documents, including, without limitation, that the proposed substitute item is equal to or better than the Specified Item in all material respects. The bidder must provide with the Request Form, at a minimum, all information required in accordance with Section 3.10.4.4 of the General Conditions to substantiate the request. The District may at any time request any additional information regarding the proposed substitute item. The District, in consultation with the Architect and the Construction Manager as applicable, will decide whether to approve a substitution based on the information provided by the bidder. The District has the sole discretion to determine

whether a proposed substitute item is equal to or better than a Specified Item. Any request for substitution that is granted by the District shall be documented and processed by means of a Change Order after execution of the contract. The District may condition its approval of any substitution upon delivery to the District of an extended warranty or other assurances of adequate performance of the substitution. The bidder shall be responsible for and shall bear any and all risks, expenses and costs of delay arising from review or approval of a substitution by the DSA or other governmental agency.

SUBMISSION OF A SUBSTITUTION REQUEST AND SUBSTANTIATING DATA SHALL IN NO WAY OBLIGATE THE DISTRICT TO REVIEW THE REQUEST OR DATA PRIOR TO AWARD OF A CONTRACT FOR THE PROJECT. IF THE DISTRICT AWARDS A CONTRACT FOR THE PROJECT TO A BIDDER AND SUBSEQUENTLY REJECTS A SUBSTITUTION PROPOSED BY SUCH BIDDER, THE BIDDER MUST PROVIDE THE SPECIFIED ITEM IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AT NO ADDITIONAL COST TO THE DISTRICT.

18. **District Waiver of Bid Irregularities.** The District, in accordance with applicable law, may waive any minor irregularity or informality in any bid or in the bidding.

19. **District Rejection of Irregular Bids.** The District will reject as non-responsive to the Notice Inviting Bids any bids containing irregularities that are not minor irregularities, including, by way of example and not as a limitation, bids that are materially incomplete, bids submitted on forms that have been materially altered, and bids that include any additions or conditional or alternate bids not called for or permitted in the bid documents. In addition, the District may reject as non-responsive to the Notice Inviting Bids any bid in which the bid amounts are obviously unbalanced or inconsistent. The District may, but is not required to, seek information from any bidder that may resolve an ambiguity in the bidder's bid.

20. **District Rejection of Non-Responsive Bids.** If a bid fails to conform to requirements set forth in the Notice Inviting Bids, these Instructions For Bidders, or any of the other Contract Documents (including, without limitation, if the District determines that the bid is unintelligible, internally inconsistent, or ambiguous), the District may reject the bid as not responsive to the Notice Inviting Bids. The District may, but is not required to, seek information from any bidder that may resolve an ambiguity in the bidder's bid.

21. **Bidder Evidence of Responsibility.** In determining whether a bidder is a "responsible" bidder, the District will consider, among other possible factors, the financial standing and general competency of the bidder with respect to the work being bid. If the District is considering awarding a contract for the Project to a bidder, the bidder, within two business days of the District's request, shall provide reasonable evidence of the bidder's construction experience, current and anticipated workload, organization available for the performance of the contract, any terminations from projects prior to completion, references for public works, financial resources, surety and insurance claims experience, stop notice and other legal proceedings, and other factors pertinent to determining the responsibility of the bidder.

22. **District Award of Contract.** In its discretion, the Governing Board may award a contract for the Project to a responsive bidder, or the Governing Board may reject all bids and may (but is not required to) rebid the Project. If the Governing Board awards a contract for the Project, the award will be to the responsible and responsive bidder with the lowest bid from

among the bidders responsive to the Notice Inviting Bids. If two or more responsive and responsible bidders have submitted the same low bid, the District shall determine the lowest bidder by means of a coin toss or some other random method.

23. **Bidder Execution of Contract.** The bidder to which the District awards a contract for the Project shall **be sent a Preliminary Notice of Award and shall have ten (10)** calendar days after notification of the award to execute and deliver to the District the contract and all other documents required in accordance with the Contract Documents. If the bidder fails to execute and provide all such documents within that period, the bidder will forfeit the bid security submitted with its bid in accordance with the Notice Inviting Bids. In such event, the District may award the contract to the next lowest responsible and responsive bidder or release all bidders.

24. **Filing Bid Protests.** A bidder may protest the bidding process, another bid and/or the intended award of a contract for the Project only by filing a written protest with the District's Deputy Superintendent of Business Services in accordance with the procedures set forth in this Section. The District will not consider any verbal protests (e.g., by telephone) or any protests sent by electronic mail (e-mail). In order for a protest to be valid and be considered by the District the protest must:

    (a) be filed not later than 4:00 p.m. on the fifth business day following the opening of bids;
    (b) clearly identify the bidder on whose behalf the protest is being filed, together with the name, address and telephone number of the person representing the bidder for purposes of the protest;
    (c) clearly identify the specific bidding process, bid, or award of contract being protested;
    (d) clearly identify and describe in detail the specific basis or bases for the protest and all facts relevant thereto and in support thereof;
    (e) clearly identify all references to the specific portions of all documents relevant to the protest;
    (f) clearly identify and describe in detail all arguments in support of the protest, including, not as a limitation, citations to all legal authorities; and
    (g) be submitted with all documentation that is relevant to and supports the basis or bases underlying the protest.

    If a protest filed by a bidder does not comply with each and every one of the foregoing requirements, the District will reject the protest as invalid. If a bidder files a valid protest, the District shall review the protest and all relevant information and documents and will provide written decision to the protesting bidder. In response to a protest, the Governing Board may decline to award a contract, may award a contract to a bidder other than as previously intended, or may award a contract to a bidder as previously intended despite the protest. Such action by the Governing Board shall be a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested.

    COMPLIANCE WITH THE FOREGOING REQUIREMENTS IS MANDATORY. Each bidder that desires to protest must file a protest in accordance with the foregoing requirements, and no bidder may rely on a protest by another bidder as a means of satisfying such requirements. Compliance with the foregoing requirements is the sole and exclusive means of protesting the bidding process, any bid, and/or the intended award of a

contract for the Project, and failure to so comply shall be deemed and construed as a waiver of any and all rights the bidder may have to pursue a claim, demand or action based on the bidding, any bids, and/or any contract awarded for the Project.

25. **Public Works Project.** The Project is a "public work" and "public project" within the meaning of, and, therefore, is subject to, various provisions of the Public Contract Code, Labor Code, Civil Code, and other legal requirements applicable to public works and public projects. The Contract Documents include various provisions relating to public works and public projects as provided by law, and each bidder must thoroughly review and become familiar with the Contract Documents as described above in these Instructions For Bidders. However, the provisions of the Contract Documents are not comprehensive statements of all requirements of law applicable to public works and public projects, and each bidder so acknowledges by submitting a bid for the Project. In addition, by submitting a bid for the Project, each bidder represents and warrants that it is familiar and knowledgeable with respect to all requirements of law applicable to public works and public projects generally and to the Project specifically.

26. **Subcontractor Eligibility and Licensing.** The bidder to which the District awards a contract for the Project shall in no event permit a subcontractor to perform any work in connection with the Project if that subcontractor is ineligible to work on a public works or public project. Each subcontractor that the bidder intends shall perform any work in connection with the Project must be licensed in accordance with law prior to commencing any work on the Project.

27. **Labor Compliance and Prevailing Wages.** The contract awarded for the Project **is** subject to the District's labor compliance program. The bidder to which the District awards a contract for the Project, and each of that bidder's subcontractors of any tier, shall be required to pay not less than the general prevailing rates of per-diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the contract ("Prevailing Wages"). The successful bidder must retain copies of certified payrolls for a minimum of five years from the date of completion and submit the upon request of the District or its authorized agent. A copy of the per-diem rates of Prevailing Wages shall be posted at the site of the Project. Rates are available at http://www.dir.ca.gov/dlsr/pwd/index.htm . For projects bid after 1/12/12, contractors and subcontractors shall provide certified payroll records and any other required or requested labor compliance documentation to the Department of Industrial Relations' Compliance Monitoring Unit ("CMU"), with a copy to the Facilities Department on or before the first business day of each month or in the manner required by the CMU. Failure to timely submit payroll records may result in debarment by the Labor Commissioner.

28. **Certified Payroll**. This project is subject to the requirements under SB 854, which include registration of all contractors, and the submission of certified payroll to the State of California. Additionally, GUHSD requires all contractors to submit their certified payroll into LCP Tracker software monthly, for District purposes.

29. **Apprenticeable Trades and Crafts.** Not later than two calendar days after receiving notice of the award of the contract for the Project, the bidder to which the District awards the contract must provide written notice to the District in regard to whether, as described in Labor Code Section 1777.5, workers in any apprenticeable trade or craft will be employed on the Project.

30. **Fingerprinting and Employee Background Checks.** In circumstances that may involve workers having more than limited contact with students, the District may require that all workers on the Project (including, without limitation, employees of the bidder and its subcontractors) undergo criminal-history background checks requiring submission of fingerprints to the Department of Justice. The District may impose other requirements designed to protect students regardless of whether it requires such criminal-history background checks. The bidder to which the District awards a contract for the Project shall be responsible for compliance with any and all such requirements by its own forces and by its subcontracted forces.

31. **Anti-Discrimination Policy.** It is a policy of the District that, in connection with any work performed under contract, there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. No bidder shall discriminate in violation of applicable law in preparing and submitting its bid for the Project. The bidder to which the District awards a contract for the Project will be required to comply with applicable federal and California laws prohibiting such discrimination and to require like compliance by any subcontractors employed on the Project by such bidder.

32. **Project Duration and Liquidated Damages.** The bidder to which the District awards a contract for the Project must complete the Project in accordance with the Contract Documents and within the time period specified in the Special Conditions. Failure of such bidder to fully complete the Project within such time period, or to complete any portion thereof in accordance with any applicable schedule for the Project, may result in the District assessing liquidated damages against the Contractor as provided in the Special Conditions.

33. **Construction Manager.** If the District uses a Construction Manager for the Project, the Construction Manager will be identified in the Special Conditions and the role of the Construction Manager will be as specified in detail in the General Conditions and is subject to provisions of the agreement between the District and the Construction Manager. The Construction Manager will be the District's representative during construction and close-out of the Project and will assist the District in the administration of the contract for the Project. In addition, the Construction Manager may assist the District with the bidding process for the Project. Communications from the District to bidders prior to award of a contract for the Project may be directed through the Construction Manager.

34. **Project Architect.** The Architect for the Project is identified in the Special Conditions, and the role of the Architect will be as specified in detail in the General Conditions and is subject to the provisions of the agreement between the District and the Architect. The Architect will be the District's representative during construction and close-out of the Project in accordance with Title 24 of the California Code of Regulations and provisions of the agreement between the District and the Architect. Communications from the District to bidders prior to award of a contract for the Project may be directed through the Architect.

35. **Badging.** Please see the Fingerprinting and Badging Procedures for the District requirements for all contractors on school sites. If your entity can not secure an ORI number and required paperwork by start of construction, your company will be responsible for paying associated costs for the required individuals to oversee this project.

GROSSMONT UNION HIGH SCHOOL DISTRICT

MT MIGUEL SCIENCE BUILDING
MULTI PRIME
CN-4067 TO CN-4073

SECTION 00200
BID SCHEDULE

BID SCHEDULE

MT MIGUEL SCIENCE BUILDING
MULTI PRIME
CN-4067 TO CN-4073

Advertising Dates		November 20 and 27, 2024
Mandatory Pre-bid Conference & Sitewalk		December 3, 2024 at 7:30 am
Prequalification Due		December 5, 2024
Substitution Requests Due		December 9, 2024
Questions due from Bidders		December 9, 2024
FINAL Addendum to Bidders		December 13, 2024
Open Bids		**December 18, 2024 at 2:00 pm**
Protest Period Ends		December 30, 2024
Preliminary Notice of Award		January 2, 2025
Governing Board – Bid Award		**January Board**
Contract Submittals due to District		January 13, 2025
Preconstruction/LCP Meeting		TBD
Technical Submittals due to Architect		As requested by CM
Notice to Proceed		January 17, 2025 **
Start Date:		**January 21, 2025 ** **
Project Completion Date:		**August 11, 2025**
Estimate:		$4,000,000

**** subject to change**

GROSSMONT UNION HIGH SCHOOL DISTRICT

MT MIGUEL SCIENCE BUILDING
MULTI PRIME
CN-4067 TO CN-4073

SECTION 00300
CONTRACT BID FORMS

(00300)
BID FORM

COMPANY NAME: _____

TO: Grossmont Union High School District, acting by and through its Governing Board, herein called the "District":

1. Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having thoroughly examined and familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the:

MT MIGUEL SCIENCE BUILDING
MULTI PRIME
CN-4067 DEMOLITION

all in strict conformity with the drawings and specifications and other contract documents, including addenda nos. _____, _____, _____, and _____, on file at the office of Assistant Superintendent, Business Services of District for the sum of:

BASE BID:

_____ Dollars and

_____Cents.

($_____). Said sums includes all applicable taxes and costs.

ALLOWANCE(S):

Allowances for work not included in the plans and specifications: (to be used at the direction of the District or its representative):

Unforeseen Demolition	$	40,000
	Total Allowances:	$40,000

TOTAL EXTENDED BID PRICE (BASE + ALLOWANCE):

_____ Dollars and

_____Cents.

($_____). Said sums includes all applicable taxes and costs. And is the basis for award.

** The allowance amount will be added to the awarded Contractor's base bid amount. All work performed under the allowance shall be directed by the District. The Contractor shall be responsible to document all costs incurred and provide all required documentation to the District within 60 days of execution of work, and prior to billing for said work. Each allowance shall be listed as a line item on the Contractor's Schedule of Values. A deductive change order will be prepared for any portion of the allowances not used.

2. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.

3. The following forms are to be submitted with the bid. Failure to submit these forms may render the bid non-responsive:

    a. Bid Security Form (bid bond) or Bid Guarantee Form (no bid bond) - 00410
    b. Proposed Subcontractors Form (for listing subcontractors) – 00430
    c. List Of Proposed Prequalified MEP Or A/B Subcontractors Under ½ of 1% - 00430A
    d. Non-Collusion Affidavit – 00480
    e. Information Required of Bidder – 00490
    f. Iran Contract Form – 00750A
    g. Certification of Compliance with DVBE Policy (if applicable)- 00751
    h. Bidder's Acknowledgment of Project Schedule and Phasing - 00752
    i. Site Visit Certification - 00753
    j. Acknowledgment of Bidding Practices Regarding Indemnity – 00754
    k. DVBE and/or GFE – Attachment B

4. It is understood and agreed that bidder shall provide the addresses, telephone numbers, and license numbers of all listed subcontractors within one business day of bid opening or bidder's bid may be rejected as nonresponsive.

5. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted. The undersigned will also furnish and deliver to the District the Performance Bond and Payment Bond for Public Works as specified, all within **ten (10)** calendar days after receipt of the Preliminary Notice of Award. The work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's Notice to the Contractor to Proceed, and shall be completed by the Contractor in the time specified in the contract documents.

6. Notice of acceptance or requests for additional information should be addressed to the undersigned at the address stated below:

Owner **With Copies to:**

Grossmont Union High School District
Attn: Rian Pinson
Director, Purchasing
1100 Murray Drive
El Cajon, CA 92020
619-644-8051 Fax 619-460-0963
rpinson@guhsd.net

Jarin Thiem
jthiem@cwdriver.com

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

   _____

   _____

   _____

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

8. Bidder certifies that he is licensed in accordance with the law providing for the registration of Contractors, License No. _____, Expiration Date _____, class of license _____. Copy of bidders wallet license is **attached hereto.**

I, _____, the _____ of the bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct.
Executed on this _____ day of _____, 20__ at County, California.

Proper Name of Bidder _____

By

_____

_____
Signature of Bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above

together with the signature of at least one authorized officer or agent and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his or her signature shall be placed above.

Company Name: _____

Business Address: _____

Contact Person: _____

Contact E-mail: _____

Telephone: ( ) _____

Facsimile: ( ) _____

DIR Number: _____

(00300)
BID FORM

COMPANY NAME: _____

TO: Grossmont Union High School District, acting by and through its Governing Board, herein called the "District":

1. Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having thoroughly examined and familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the:

MT MIGUEL SCIENCE BUILDING
MULTI PRIME
CN-4068 CONCRETE

all in strict conformity with the drawings and specifications and other contract documents, including addenda nos. _____, _____, _____, and _____, on file at the office of Assistant Superintendent, Business Services of District for the sum of:

BASE BID:

_____ Dollars and

_____Cents.

($_____). Said sums includes all applicable taxes and costs.

ALLOWANCE(S):

Allowances for work not included in the plans and specifications: (to be used at the direction of the District or its representative):

Unforeseen Concrete	$	25,000
	Total Allowances:	$25,000

TOTAL EXTENDED BID PRICE (BASE + ALLOWANCE):

_____ Dollars and

_____Cents.

($_____). Said sums includes all applicable taxes and costs. And is the basis for award.

** The allowance amount will be added to the awarded Contractor's base bid amount. All work performed under the allowance shall be directed by the District. The Contractor shall be responsible to document all costs incurred and provide all required documentation to the District within 60 days of execution of work, and prior to billing for said work. Each allowance shall be listed as a line item on the Contractor's Schedule of Values. A deductive change order will be prepared for any portion of the allowances not used.

2. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.

3. The following forms are to be submitted with the bid. Failure to submit these forms may render the bid non-responsive:

    a. Bid Security Form (bid bond) or Bid Guarantee Form (no bid bond) - 00410
    b. Proposed Subcontractors Form (for listing subcontractors) – 00430
    c. List Of Proposed Prequalified MEP Or A/B Subcontractors Under ½ of 1% - 00430A
    d. Non-Collusion Affidavit – 00480
    e. Information Required of Bidder – 00490
    f. Iran Contract Form – 00750A
    g. Certification of Compliance with DVBE Policy (if applicable)- 00751
    h. Bidder's Acknowledgment of Project Schedule and Phasing - 00752
    i. Site Visit Certification - 00753
    j. Acknowledgment of Bidding Practices Regarding Indemnity – 00754
    k. DVBE and/or GFE – Attachment B

4. It is understood and agreed that bidder shall provide the addresses, telephone numbers, and license numbers of all listed subcontractors within one business day of bid opening or bidder's bid may be rejected as nonresponsive.

5. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted. The undersigned will also furnish and deliver to the District the Performance Bond and Payment Bond for Public Works as specified, all within **ten (10)** calendar days after receipt of the Preliminary Notice of Award. The work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's Notice to the Contractor to Proceed, and shall be completed by the Contractor in the time specified in the contract documents.

6. Notice of acceptance or requests for additional information should be addressed to the undersigned at the address stated below:

Owner **With Copies to:**

Grossmont Union High School District
Attn: Rian Pinson
Director, Purchasing
1100 Murray Drive
El Cajon, CA 92020
619-644-8051 Fax 619-460-0963
rpinson@guhsd.net

Jarin Thiem
jthiem@cwdriver.com

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

   _____

   _____

   _____

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

8. Bidder certifies that he is licensed in accordance with the law providing for the registration of Contractors, License No. _____, Expiration Date _____, class of license _____. Copy of bidders wallet license is **attached hereto.**

I, _____, the _____ of the bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct.
Executed on this _____ day of _____, 20__ at County, California.

Proper Name of Bidder _____

By _____

_____
Signature of Bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above

together with the signature of at least one authorized officer or agent and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his or her signature shall be placed above.

Company Name: _____

Business Address: _____

Contact Person: _____

Contact E-mail: _____

Telephone: ( ) _____

Facsimile: ( ) _____

DIR Number: _____

(00300)
BID FORM

COMPANY NAME: _____

TO: Grossmont Union High School District, acting by and through its Governing Board, herein called the "District":

1. Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having thoroughly examined and familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the:

MT MIGUEL SCIENCE BUILDING
MULTI PRIME
CN-4069 ROUGH CARPENTRY

all in strict conformity with the drawings and specifications and other contract documents, including addenda nos. _____, _____, _____, and _____, on file at the office of Assistant Superintendent, Business Services of District for the sum of:

BASE BID:

_____ Dollars and

_____Cents.

($_____). Said sums includes all applicable taxes and costs.

ALLOWANCE(S):

Allowances for work not included in the plans and specifications: (to be used at the direction of the District or its representative):

Unforeseen Framing Components	$	25,000
	Total Allowances:	$25,000

TOTAL EXTENDED BID PRICE (BASE + ALLOWANCE):

_____ Dollars and

_____Cents.

($_____). Said sums includes all applicable taxes and costs. And is the basis for award.

** The allowance amount will be added to the awarded Contractor's base bid amount. All work performed under the allowance shall be directed by the District. The Contractor shall be responsible to document all costs incurred and provide all required documentation to the District within 60 days of execution of work, and prior to billing for said work. Each allowance shall be listed as a line item on the Contractor's Schedule of Values. A deductive change order will be prepared for any portion of the allowances not used.

2. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.

3. The following forms are to be submitted with the bid. Failure to submit these forms may render the bid non-responsive:

    a. Bid Security Form (bid bond) or Bid Guarantee Form (no bid bond) - 00410
    b. Proposed Subcontractors Form (for listing subcontractors) – 00430
    c. List Of Proposed Prequalified MEP Or A/B Subcontractors Under ½ of 1% - 00430A
    d. Non-Collusion Affidavit – 00480
    e. Information Required of Bidder – 00490
    f. Iran Contract Form – 00750A
    g. Certification of Compliance with DVBE Policy (if applicable)- 00751
    h. Bidder's Acknowledgment of Project Schedule and Phasing - 00752
    i. Site Visit Certification - 00753
    j. Acknowledgment of Bidding Practices Regarding Indemnity – 00754
    k. DVBE and/or GFE – Attachment B

4. It is understood and agreed that bidder shall provide the addresses, telephone numbers, and license numbers of all listed subcontractors within one business day of bid opening or bidder's bid may be rejected as nonresponsive.

5. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted. The undersigned will also furnish and deliver to the District the Performance Bond and Payment Bond for Public Works as specified, all within **ten (10)** calendar days after receipt of the Preliminary Notice of Award. The work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's Notice to the Contractor to Proceed, and shall be completed by the Contractor in the time specified in the contract documents.

6. Notice of acceptance or requests for additional information should be addressed to the undersigned at the address stated below:

Owner **With Copies to:**

Grossmont Union High School District
Attn: Rian Pinson
Director, Purchasing
1100 Murray Drive
El Cajon, CA 92020
619-644-8051 Fax 619-460-0963
rpinson@guhsd.net

Jarin Thiem
jthiem@cwdriver.com

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

   _____

   _____

   _____

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

8. Bidder certifies that he is licensed in accordance with the law providing for the registration of Contractors, License No. _____, Expiration Date _____, class of license _____. Copy of bidders wallet license is **attached hereto.**

I, _____, the _____ of the bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct.
Executed on this _____ day of _____, 20__ at County, California.

Proper Name of Bidder _____

By _____

_____
Signature of Bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above

together with the signature of at least one authorized officer or agent and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his or her signature shall be placed above.

Company Name: _____

Business Address: _____

Contact Person: _____

Contact E-mail: _____

Telephone: ( ) _____

Facsimile: ( ) _____

DIR Number: _____

(00300)
BID FORM

COMPANY NAME: _____

TO: Grossmont Union High School District, acting by and through its Governing Board, herein called the "District":

1. Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having thoroughly examined and familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the:

MT MIGUEL SCIENCE BUILDING
MULTI PRIME
CN-4070 FINISHES/DRYWALL/PLASTER/ SPECIALTIES/CASEWORK

all in strict conformity with the drawings and specifications and other contract documents, including addenda nos. _____, _____, _____, and _____, on file at the office of Assistant Superintendent, Business Services of District for the sum of:

BASE BID:

_____ Dollars and

_____Cents.

($_____). Said sums includes all applicable taxes and costs.

ALLOWANCE(S):

Allowances for work not included in the plans and specifications: (to be used at the direction of the District or its representative):

Unforeseen Finishes	$	50,000
	Total Allowances:	$50,000

TOTAL EXTENDED BID PRICE (BASE + ALLOWANCE):

_____ Dollars and

_____Cents.

($_____). Said sums includes all applicable taxes and costs. And is the basis for award.

** The allowance amount will be added to the awarded Contractor's base bid amount. All work performed under the allowance shall be directed by the District. The Contractor shall be responsible to document all costs incurred and provide all required documentation to the District within 60 days of execution of work, and prior to billing for said work. Each allowance shall be listed as a line item on the Contractor's Schedule of Values. A deductive change order will be prepared for any portion of the allowances not used.

2. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.

3. The following forms are to be submitted with the bid. Failure to submit these forms may render the bid non-responsive:

    a. Bid Security Form (bid bond) or Bid Guarantee Form (no bid bond) - 00410
    b. Proposed Subcontractors Form (for listing subcontractors) – 00430
    c. List Of Proposed Prequalified MEP Or A/B Subcontractors Under ½ of 1% - 00430A
    d. Non-Collusion Affidavit – 00480
    e. Information Required of Bidder – 00490
    f. Iran Contract Form – 00750A
    g. Certification of Compliance with DVBE Policy (if applicable)- 00751
    h. Bidder's Acknowledgment of Project Schedule and Phasing - 00752
    i. Site Visit Certification - 00753
    j. Acknowledgment of Bidding Practices Regarding Indemnity – 00754
    k. DVBE and/or GFE – Attachment B

4. It is understood and agreed that bidder shall provide the addresses, telephone numbers, and license numbers of all listed subcontractors within one business day of bid opening or bidder's bid may be rejected as nonresponsive.

5. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted. The undersigned will also furnish and deliver to the District the Performance Bond and Payment Bond for Public Works as specified, all within **ten (10)** calendar days after receipt of the Preliminary Notice of Award. The work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's Notice to the Contractor to Proceed, and shall be completed by the Contractor in the time specified in the contract documents.

6. Notice of acceptance or requests for additional information should be addressed to the undersigned at the address stated below:

Owner	**With Copies to:**
Grossmont Union High School District Attn: Rian Pinson Director, Purchasing 1100 Murray Drive El Cajon, CA 92020 619-644-8051 Fax 619-460-0963 **rpinson@guhsd.net**	Jarin Thiem jthiem@cwdriver.com

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

   _____

   _____

   _____

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

8. Bidder certifies that he is licensed in accordance with the law providing for the registration of Contractors, License No. _____, Expiration Date _____, class of license _____. Copy of bidders wallet license is **attached hereto.**

I, _____, the _____ of the bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct.
Executed on this _____ day of _____, 20__ at County, California.

Proper Name of Bidder _____

By

_____

_____
Signature of Bidder

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

Company Name: _____

Business Address: _____

Contact Person: _____

Contact E-mail: _____

Telephone: ( ) _____

Facsimile: ( ) _____

DIR Number: _____

(00300)
BID FORM

COMPANY NAME: _____

TO: Grossmont Union High School District, acting by and through its Governing Board, herein called the "District":

1. Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having thoroughly examined and familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the:

MT MIGUEL SCIENCE BUILDING
MULTI PRIME
CN-4071 PLUMBING

all in strict conformity with the drawings and specifications and other contract documents, including addenda nos. _____, _____, _____, and _____, on file at the office of Assistant Superintendent, Business Services of District for the sum of:

BASE BID:

_____ Dollars and

_____Cents.

($_____). Said sums includes all applicable taxes and costs.

ALLOWANCE(S):

Allowances for work not included in the plans and specifications: (to be used at the direction of the District or its representative):

Unforeseen Plumbing	$	50,000
	Total Allowances:	$50,000

TOTAL EXTENDED BID PRICE (BASE + ALLOWANCE):

_____ Dollars and

_____Cents.

($_____). Said sums includes all applicable taxes and costs. And is the basis for award.

** The allowance amount will be added to the awarded Contractor's base bid amount. All work performed under the allowance shall be directed by the District. The Contractor shall be responsible to document all costs incurred and provide all required documentation to the District within 60 days of execution of work, and prior to billing for said work. Each allowance shall be listed as a line item on the Contractor's Schedule of Values. A deductive change order will be prepared for any portion of the allowances not used.

2. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.

3. The following forms are to be submitted with the bid. Failure to submit these forms may render the bid non-responsive:

    a. Bid Security Form (bid bond) or Bid Guarantee Form (no bid bond) - 00410
    b. Proposed Subcontractors Form (for listing subcontractors) – 00430
    c. List Of Proposed Prequalified MEP Or A/B Subcontractors Under ½ of 1% - 00430A
    d. Non-Collusion Affidavit – 00480
    e. Information Required of Bidder – 00490
    f. Iran Contract Form – 00750A
    g. Certification of Compliance with DVBE Policy (if applicable)- 00751
    h. Bidder's Acknowledgment of Project Schedule and Phasing - 00752
    i. Site Visit Certification - 00753
    j. Acknowledgment of Bidding Practices Regarding Indemnity – 00754
    k. DVBE and/or GFE – Attachment B

4. It is understood and agreed that bidder shall provide the addresses, telephone numbers, and license numbers of all listed subcontractors within one business day of bid opening or bidder's bid may be rejected as nonresponsive.

5. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted. The undersigned will also furnish and deliver to the District the Performance Bond and Payment Bond for Public Works as specified, all within **ten (10)** calendar days after receipt of the Preliminary Notice of Award. The work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's Notice to the Contractor to Proceed, and shall be completed by the Contractor in the time specified in the contract documents.

6. Notice of acceptance or requests for additional information should be addressed to the undersigned at the address stated below:

Owner **With Copies to:**

Grossmont Union High School District
Attn: Rian Pinson
Director, Purchasing
1100 Murray Drive
El Cajon, CA 92020
619-644-8051 Fax 619-460-0963
rpinson@guhsd.net

Jarin Thiem
jthiem@cwdriver.com

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

   _____

   _____

   _____

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

8. Bidder certifies that he is licensed in accordance with the law providing for the registration of Contractors, License No. _____, Expiration Date _____, class of license _____. Copy of bidders wallet license is **attached hereto.**

I, _____, the _____ of the bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct.
Executed on this _____ day of _____, 20__ at County, California.

Proper Name of Bidder _____

By _____

_____
Signature of Bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above

together with the signature of at least one authorized officer or agent and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his or her signature shall be placed above.

Company Name: _____

Business Address: _____

Contact Person: _____

Contact E-mail: _____

Telephone: ( ) _____

Facsimile: ( ) _____

DIR Number: _____

(00300)
BID FORM

COMPANY NAME: _____

TO: Grossmont Union High School District, acting by and through its Governing Board, herein called the "District":

1. Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having thoroughly examined and familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the:

MT MIGUEL SCIENCE BUILDING
MULTI PRIME
CN-4072 HVAC/CONTROLS

all in strict conformity with the drawings and specifications and other contract documents, including addenda nos. _____, _____, _____, and _____, on file at the office of Assistant Superintendent, Business Services of District for the sum of:

BASE BID:

_____ Dollars and

_____Cents.

($_____). Said sums includes all applicable taxes and costs.

ALLOWANCE(S):

Allowances for work not included in the plans and specifications: (to be used at the direction of the District or its representative):

Unforeseen HVAC	$	30,000
	Total Allowances:	$30,000

TOTAL EXTENDED BID PRICE (BASE + ALLOWANCE):

_____ Dollars and

_____Cents.

($_____). Said sums includes all applicable taxes and costs. And is the basis for award.

** The allowance amount will be added to the awarded Contractor's base bid amount. All work performed under the allowance shall be directed by the District. The Contractor shall be responsible to document all costs incurred and provide all required documentation to the District within 60 days of execution of work, and prior to billing for said work. Each allowance shall be listed as a line item on the Contractor's Schedule of Values. A deductive change order will be prepared for any portion of the allowances not used.

2. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.

3. The following forms are to be submitted with the bid. Failure to submit these forms may render the bid non-responsive:

    a. Bid Security Form (bid bond) or Bid Guarantee Form (no bid bond) - 00410
    b. Proposed Subcontractors Form (for listing subcontractors) – 00430
    c. List Of Proposed Prequalified MEP Or A/B Subcontractors Under ½ of 1% - 00430A
    d. Non-Collusion Affidavit – 00480
    e. Information Required of Bidder – 00490
    f. Iran Contract Form – 00750A
    g. Certification of Compliance with DVBE Policy (if applicable)- 00751
    h. Bidder's Acknowledgment of Project Schedule and Phasing - 00752
    i. Site Visit Certification - 00753
    j. Acknowledgment of Bidding Practices Regarding Indemnity – 00754
    k. DVBE and/or GFE – Attachment B

4. It is understood and agreed that bidder shall provide the addresses, telephone numbers, and license numbers of all listed subcontractors within one business day of bid opening or bidder's bid may be rejected as nonresponsive.

5. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted. The undersigned will also furnish and deliver to the District the Performance Bond and Payment Bond for Public Works as specified, all within **ten (10)** calendar days after receipt of the Preliminary Notice of Award. The work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's Notice to the Contractor to Proceed, and shall be completed by the Contractor in the time specified in the contract documents.

6. Notice of acceptance or requests for additional information should be addressed to the undersigned at the address stated below:

Owner **With Copies to:**

Grossmont Union High School District
Attn: Rian Pinson
Director, Purchasing
1100 Murray Drive
El Cajon, CA 92020
619-644-8051 Fax 619-460-0963
rpinson@guhsd.net

Jarin Thiem
jthiem@cwdriver.com

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

   _____

   _____

   _____

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

8. Bidder certifies that he is licensed in accordance with the law providing for the registration of Contractors, License No. _____, Expiration Date _____, class of license _____. Copy of bidders wallet license is **attached hereto.**

I, _____, the _____ of the bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct.
Executed on this _____ day of _____, 20__ at County, California.

Proper Name of Bidder _____

By _____

_____
Signature of Bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above

together with the signature of at least one authorized officer or agent and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his or her signature shall be placed above.

Company Name: _____

Business Address: _____

Contact Person: _____

Contact E-mail: _____

Telephone: ( ) _____

Facsimile: ( ) _____

DIR Number: _____

(00300)
BID FORM

COMPANY NAME: _____

TO: Grossmont Union High School District, acting by and through its Governing Board, herein called the "District":

1. Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having thoroughly examined and familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the:

MT MIGUEL SCIENCE BUILDING
MULTI PRIME
CN-4073 ELECTRICAL/LOW VOLTAGE

all in strict conformity with the drawings and specifications and other contract documents, including addenda nos. _____, _____, _____, and _____, on file at the office of Assistant Superintendent, Business Services of District for the sum of:

BASE BID:

_____ Dollars and

_____Cents.

($_____). Said sums includes all applicable taxes and costs.

ALLOWANCE(S):

Allowances for work not included in the plans and specifications: (to be used at the direction of the District or its representative):

Unforeseen Electrical	$	30,000
	Total Allowances:	$30,000

TOTAL EXTENDED BID PRICE (BASE + ALLOWANCE):

_____ Dollars and

_____Cents.

($_____). Said sums includes all applicable taxes and costs. And is the basis for award.

** The allowance amount will be added to the awarded Contractor's base bid amount. All work performed under the allowance shall be directed by the District. The Contractor shall be responsible to document all costs incurred and provide all required documentation to the District within 60 days of execution of work, and prior to billing for said work. Each allowance shall be listed as a line item on the Contractor's Schedule of Values. A deductive change order will be prepared for any portion of the allowances not used.

2. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.

3. The following forms are to be submitted with the bid. Failure to submit these forms may render the bid non-responsive:

    a. Bid Security Form (bid bond) or Bid Guarantee Form (no bid bond) - 00410
    b. Proposed Subcontractors Form (for listing subcontractors) – 00430
    c. List Of Proposed Prequalified MEP Or A/B Subcontractors Under ½ of 1% - 00430A
    d. Non-Collusion Affidavit – 00480
    e. Information Required of Bidder – 00490
    f. Iran Contract Form – 00750A
    g. Certification of Compliance with DVBE Policy (if applicable)- 00751
    h. Bidder's Acknowledgment of Project Schedule and Phasing - 00752
    i. Site Visit Certification - 00753
    j. Acknowledgment of Bidding Practices Regarding Indemnity – 00754
    k. DVBE and/or GFE – Attachment B

4. It is understood and agreed that bidder shall provide the addresses, telephone numbers, and license numbers of all listed subcontractors within one business day of bid opening or bidder's bid may be rejected as nonresponsive.

5. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted. The undersigned will also furnish and deliver to the District the Performance Bond and Payment Bond for Public Works as specified, all within **ten (10)** calendar days after receipt of the Preliminary Notice of Award. The work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's Notice to the Contractor to Proceed, and shall be completed by the Contractor in the time specified in the contract documents.

6. Notice of acceptance or requests for additional information should be addressed to the undersigned at the address stated below:

Owner **With Copies to:**

Grossmont Union High School District
Attn: Rian Pinson
Director, Purchasing
1100 Murray Drive
El Cajon, CA 92020
619-644-8051 Fax 619-460-0963
rpinson@guhsd.net

Jarin Thiem
jthiem@cwdriver.com

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

   _____

   _____

   _____

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

8. Bidder certifies that he is licensed in accordance with the law providing for the registration of Contractors, License No. _____, Expiration Date _____, class of license _____. Copy of bidders wallet license is **attached hereto.**

I, _____, the _____ of the bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct.
Executed on this _____ day of _____, 20__ at County, California.

Proper Name of Bidder _____

By _____

_____
Signature of Bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above

together with the signature of at least one authorized officer or agent and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his or her signature shall be placed above.

Company Name: _____

Business Address: _____

Contact Person: _____

Contact E-mail: _____

Telephone: ( ) _____

Facsimile: ( ) _____

DIR Number: _____

GROSSMONT UNION HIGH SCHOOL DISTRICT

MT MIGUEL SCIENCE BUILDING
MULTI PRIME
CN-4067 TO CN-4073

SECTION 00400
BID DATA FORMS

Bidder shall submit its Bid data in accordance with the format shown on each of the following Bid Data Forms. Bidders shall prepare and use as many sheets as are necessary to adequately provide the information required. Bidder shall ensure that every page of its Bid Data Forms are properly identified with the Bidder's name and page number.

(00410)
BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, as Principal, and _____, as Surety, are held firmly bound unto the **GROSSMONT UNION HIGH SCHOOL DISTRICT** (hereinafter called the DISTRICT) in the sum of _____ DOLLARS ($_____), being not less than ten percent (10%) of the Total Bid Price; for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to the DISTRICT to perform all Work required for the construction of the _____ _____ set forth in the Notice Inviting Bids and accompanying Bid Documents, dated _____.

NOW, THEREFORE, if said Principal is awarded a Contract for the Work by the DISTRICT and, within the time and in the manner required by the above- referenced Bid Documents, enters into the written form of Contract bound with said Bid Documents, furnishes the required bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials) furnishes the required insurance certificates and endorsements, and furnishes any other certifications as may be required by the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by the DISTRICT and judgment is recovered, said Surety shall pay all costs incurred by the DISTRICT in such suit, including reasonable attorneys' fees to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 20____.

_____	_____
Principal	Surety
By: _____	By: _____
Signature	Signature
(SEAL)	(SEAL)

PROPOSED SUBCONTRACTORS FORM
(00430) and (00430A)

(00430)

LIST OF PROPOSED SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act," Sections 4100 through 4114 of the California Public Contract Code, and any amendments thereto, each Bidder shall provide the information requested below for each subcontractor who will perform work, labor or render service to Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (greater than 0.5 %) of the Bidder's Total Bid Price, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Contractor's total bid or ten thousand dollars ($10,000), whichever is greater, and shall further set forth the portion of the Work which will be done by each subcontractor. Bidder shall list only one subcontractor for any one portion of the Work.

If the Bidder fails to specify a first tier subcontractor for any portion of the Work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth below.

Subletting or subcontracting of any portion of the Work in excess of one half of one percent (greater than 0.5%) of the Total Bid Price or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Contractor's total bid or ten thousand dollars ($10,000), whichever is greater, for which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after Owner approval.

List subcontractor name, location, license, and description, at time of bid. Within one business day after the bids are opened, each bidder must provide the address, DIR number, and telephone number for each listed subcontractor unless such information is noted herein and at time of bid.

[Duplicate Page if needed for listing additional subcontractors)

Name and Location of Subcontractor	Description of Work to be Subcontracted
Name: _____	_____
Address: _____	License No. and Type_____
City & Zip: _____	Ph: _____ Fax: _____
DIR Number: _____	

Name and Location of Subcontractor	Description of Work to be Subcontracted
Name: _____	_____
Address: _____	License No. and Type_____
City & Zip: _____	Ph: _____ Fax: _____

DIR Number: _____

Name and Location of Subcontractor

Description of Work to be Subcontracted

Name: _____

_____

Address: _____

License No. and Type_____

City & Zip: _____

Ph: _____ Fax: _____

DIR Number: _____

Name and Location of Subcontractor

Description of Work to be Subcontracted

Name: _____

_____

Address: _____

License No. and Type_____

City & Zip: _____

Ph: _____ Fax: _____

DIR Number: _____

Name and Location of Subcontractor

Description of Work to be Subcontracted

Name: _____

_____

Address: _____

License No. and Type_____

City & Zip: _____

Ph: _____ Fax: _____

DIR Number: _____

Name and Location of Subcontractor

Description of Work to be Subcontracted

Name: _____

_____

Address: _____

License No. and Type_____

City & Zip: _____

Ph: _____ Fax: _____

DIR Number: _____

(00430A)

LIST OF PROPOSED PREQUALIFIED MEP SUBCONTRACTORS UNDER ½ of 1%

Pursuant to AB1565 please list all prequalified subcontractors with under ½ of 1% percentage of work that hold a MEP license. List subcontractor name, location, license, and description, at time of bid. Within one business day after the bids are opened, each bidder must provide the address, type, DIR number and telephone number for each listed subcontractor unless such information is noted herein and at time of bid.

[Duplicate Page if needed for listing additional subcontractors)

Name and Location of Subcontractor

Name: _____

Address: _____

City & Zip: _____

DIR Number: _____

Description of Work to be Subcontracted

_____

License No. and Type_____

Ph: _____ Fax: _____

Name and Location of Subcontractor

Name: _____

Address: _____

City & Zip: _____

DIR Number: _____

Description of Work to be Subcontracted

_____

License No. and Type_____

Ph: _____ Fax: _____

Name and Location of Subcontractor

Name: _____

Address: _____

City & Zip: _____

DIR Number: _____

Description of Work to be Subcontracted

_____

License No. and Type_____

Ph: _____ Fax: _____

NON-COLLUSION AFFIDAVIT
(00480)

(00480)

NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this:

_____ day of _____

City of _____ State of _____

Signed: _____

Title: _____

BIDDER INFORMATION FORMS
(00490)

IMPORTANT NOTE: This bid is subject to pre-qualification. All Bidders, regardless of pre-qualification status, must complete the following Bidder Information Forms and submit them with their bid.

If you have submitted a bid to the Grossmont Union High School District within the prior three months and no changes have occurred, you may submit a copy of those Bidder Information forms with this bid.

(00490)

INFORMATION REQUIRED OF BIDDER
BY
BIDDER AND SUBMITTED WITH BID

INFORMATION ABOUT BIDDER
[Indicate not applicable ("N/A") where appropriate. Attach additional pages if necessary to allow for a complete response.]

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

1.0 Name of Bidder: _____

2.0 Type, if Entity: _____

3.0 Bidder Address: _____

_____

_____

_____	_____	_____
Telephone Number	Facsimile Number	Email (person resp. for contract)

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

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

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

_____

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

6.1 Date of Incorporation: _____

6.2 State of Incorporation: _____

6.3 President's Name: _____

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

6.5 Secretary's Name: _____

6.6 Treasurer's Name: _____

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

7.1 Date of Organization: _____

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

_____

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

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

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

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

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

13.0 On a separate sheet, list the construction experience of the key individuals of Bidder's organization.

14.0 List Trade References:

15.0 List Bank References (Bank, Branch Address, Account Number):

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

17.0 Has your contractor's license ever been revoked? Yes No

If Yes, please explain:

_____

_____

_____

18.0 Has your firm or any of its owners and/or his/her firms ever been disqualified from, agreed/settled not to bid, or otherwise been prevented from bidding on, or completing public works projects? Yes No

If Yes, please explain:

_____

_____

_____

19.0 Has your firm or any of its owners, officers, or partners ever been found liable in a civil suit or found guilty in a criminal action for making false claims or material representation to any public agency? Yes No

If Yes, please explain:

_____

_____

_____

20.0 Has your firm ever been denied an award of a public works contract based on a finding by a public agency that your firm was not a responsible bidder? Yes No

If Yes, please explain:

_____

_____

_____

21.0 Has there been any occasion in which your firm was required to pay either back wages or penalties for failure to comply with the state's prevailing wage laws? Yes No

If Yes, please explain:

_____

_____

_____

22.0 Has your firm filed any stop payment notices/liens that were not resolved before a lawsuit was filed? Yes No

If Yes, please explain:

_____

_____

23.0 Has your firm had more than three stop payment notices/liens filed against it on one project that were not resolved prior to completion of the project.? Yes No

If Yes, please explain:

_____

_____

_____

24.0 Has your firm (or any owner or any of its principals) ever defaulted on a contract forcing a Surety to suffer a loss? Yes No

If Yes, please explain:

_____

_____

_____

25.0 Has your firm been assessed any liquidated damages in the last five years?
Yes No

If Yes, please explain:

_____

_____

_____

26.0 Has your firm failed to complete a contract within the specified time limits? Yes No

If Yes, please explain:

_____

_____

_____

27.0 Has your firm or any of the owners ever declared bankruptcy? Yes No

If Yes, please explain:

_____

_____

_____

28.0 Has your firm ever had insurance terminated by a carrier? Yes No

If Yes, please explain:

_____

_____

_____

29.0 Has OSHA/CALOSHA, EPA or any other governmental agency issued any citations against your firm? Yes No

If Yes, please explain:

_____

_____

_____

30.0 Does your company safety program comply with all applicable laws? Yes No

If No, please explain:

_____

_____

_____

31.0 Is your firm presently involved in any current/pending arbitration: Yes No

If Yes, please explain:

_____

_____

_____

32.0 Is your firm involved in any current/pending litigation: Yes No

If Yes, please explain:

_____

_____

_____

33.0 Is your firm involved in any current/pending insurance claim: Yes No

If Yes, please explain:

_____

_____

_____

34.0 Have any complaints ever been filed against your firm with the Contractor's State License Board? Yes No

If Yes, please explain:

_____

_____

_____

LIST OF CURRENT PROJECTS (Backlog)
[Duplicate Page for additional current projects.]

Project	Description of Bidder's Work	Completion Date	Estimated Magnitude ($. m/hrs. etc.)

LIST OF COMPLETED PROJECTS - LAST THREE YEARS
[Duplicate Page if needed for listing additional completed projects.]

Please list any school project first which are similar enough to demonstrate Bidder's ability to perform the required Work followed by all other projects in chronological order.

Project Client	Bidder's Work	Description of Performance	Period of Time (m/hrs.etc.)	Magnitude

EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

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

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

_____

_____

_____

2. Summarize each person's specialized education:

_____

_____

_____

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

_____

_____

_____

4. Summarize such experience:

_____

_____

_____

5. Give the name of the person responsible for onsite management of the project (e.g. Project Superintendent, Project Foreman, etc.):

_____

_____

6. List last three project supervised by the person named in Item 5:

_____

_____

_____

7. List the name, address, and phone number of three references from the last three previous projects for the person named in Item. 5:

_____

_____

_____

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

Additional Bidder's Statements:

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

_____

_____

_____

_____

_____

_____

VERIFICATION AND EXECUTION

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

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

Executed on this _____ day of _____, 20 _____.

By: _____
Type or Print Name

_____
Signature

_____
Title

State of California
County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20__, by_____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____
Notary Public in and for
the State of California Seal

My Commission Expires: _____

GROSSMONT UNION HIGH SCHOOL DISTRICT

MT MIGUEL SCIENCE BUILDING
MULTI PRIME
CN-4067 TO CN-4073

SECTION 00500
SAMPLE AGREEMENT

AGREEMENT FORM

This Agreement is made this _____by and between the Grossmont Union High School District ("District"), a California public school district, and _____ ("Contractor"). The District and the Contractor may be referred to herein individually as a "Party" and collectively as the "Parties."

In consideration of the rights and obligations attendant to this Agreement, the Parties agree as follows:

Section 1. Scope of Work. The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work necessary for full completion of all construction and services required in accordance with the "Contract Documents" defined and specified in Section 4 of this Agreement. The Contract Documents collectively set forth the complete understandings and agreements of the Parties (the "Contract") with respect to the construction project to which this Agreement applies ("Project"). The Project may be a portion of an overall project, i.e., the Contractor may be one of multiple prime contractors for such overall project. The Project to which this Agreement applies is described as follows:

MT MIGUEL SCIENCE BUILDING MULTI PRIME CN-4067 TO CN-4073

Section 2. Time for Completion. The Contractor shall mobilize and commence work on the Project on the date specified in the Notice to Proceed with construction issued by the District ("Notice to Proceed"). The District may defer issuance of a Notice to Proceed as provided in the "General Conditions" forming a part of the Contract. The Contractor shall complete the Project within the period specified in the Special Conditions and in accordance with the schedule for the Project developed by the District and/or the Construction Manager for the Project. Contractor shall refer to Section 01310 (Project Construction Schedule) for individual activity durations. By entering into this Agreement, the Contractor acknowledges that such each such duration and the total construction period are sufficient and reasonable for the size and scope of the Project.

Section 3. Contract Price. As full consideration for the full and faithful performance of the Contract by the Contractor, the District shall pay to the Contractor the total amount stipulated in the Contractor's bid for the Project of:

_____ Dollars and _____ Cents ($_____) ("Contract Price").

The Contract Price is subject to increases and/or decreases as provided in the Contract Documents. The District shall pay the Contract Price to the Contractor in accordance with the General Conditions.

Section 4. Component Parts of the Contract. The Contract is composed of all of the documents specified below in this Section ("Contract Documents"), each of which is hereby incorporated as an operative and effective part of the Contract. The Parties intend that the Contract Documents are and shall be complementary and an integrated whole. Any requirement set forth in one Contract Document, but not in one or more of the others, shall be interpreted as if set forth in or applicable to all. The Contract consists of the following Contract Documents:

Notice Inviting Bids
Information for Bidders
Agreement
Escrow Agreement (optional)
Performance Bond
Payment Bond
Listing of Subcontractors
Non-Collusion Affidavit
Workers' Compensation Certificate
Information Required of Bidder
Acknowledgment of Project Schedule and Phasing
Acknowledgment of Bidding Practices Regarding Indemnity
Site Visit Certification
Guarantee
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement
Automobile Liability Endorsement
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Alcohol and Tobacco
Certification of Fingerprinting Requirements
General Conditions
Special Conditions
Category Scope of Work
Specifications
Drawings
DVBE Documentation (if applicable)
Addenda Nos. ____, ____, ____, ____ and ____, as issued.

Section 5. Provisions Required by Law. Each and every provision required by law to be included in the Contract is hereby deemed to be so included, and the Contract shall be construed and enforced as if all such provisions are so included. If, for any reason, any provision is not included or incorporated into the Contract Documents in accordance with law, or is not correctly included or incorporated, then, upon request of either the District or the Contractor, they shall amend the Contract Documents to include or incorporate, or to correctly include or incorporate, such provision.

Section 6. Third Party Beneficiaries. Except to the extent provided by law (e.g., requirements for payment of prevailing wages to workers on the Project), no party other than the Parties may claim or assert any right or benefit arising from this Agreement or the Contract of which this Agreement is a part. Each provision of the Contract Documents shall be deemed and construed to benefit only the District and/or the Contractor unless and only to the extent the provision is included in the Contract specifically as a result of any law intended to benefit that third party ("Required Provision"). Provisions included in the Contract Documents that relate to or permissibly expand on any Required Provision, but are not necessary for compliance with the law providing for the Required Provision, are to be construed as being included in the Contract for the convenience of the Parties, and shall in no event be construed as benefiting any third party or as providing a basis for any claim, demand, action or other proceeding by a third party relating to the Contract.

Section 7. Governing Law and Venue. The Contract of which this Agreement is a part shall be governed by the laws of the State of California. Any action, arbitration or other proceeding arising from the Contract shall be initiated and conducted only in the County of San Diego, California.

Section 8. Entire Agreement. The Contract as defined in Section 1 of this Agreement, and as may be amended in accordance with the Contract Documents, constitutes the entire understanding and agreement of the Parties with respect to the Scope of Work described in Section 1 of this Agreement. The Contract supersedes and replaces all other oral or written agreements, understandings, negotiations, or discussions.

Section 9. Due Authority of Signatories. Each person signing this Agreement on behalf of a Party represents and warrants that he or she has been duly authorized by such Party to sign, and thereby bind such Party to, this Agreement.

In witness whereof, each Party has executed this Agreement by and through signature of its duly-authorized representative as set forth below.

CONTRACTOR:	**DISTRICT:**
_____	Grossmont Union High School District
License No. _____	By _____ Ami Shackelford
By _____	Title Deputy Superintendent, Business Services
Title _____	Date _____
Date: _____	Governing Board Date: _____

(Corporate Seal)

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

Contractors' State License Board
9821 Business Park Drive
Sacramento CA 95827
(916)255-3900; http://www2.cscb.ca.gov/

(Business & Professions Code, section 7030)

CHECKLIST OF LABOR LAW REQUIREMENTS

(In accordance with Section 16421 of Title 8 of the California Code of Regulations)

The federal and state labor law requirements applicable to the contract are composed of, but not limited to, the following:

1. Payment of Prevailing Wage Rates

The award of a public works contract requires that all workers employed on the project be paid not less than the specified general prevailing wage rates by the contractor and its subcontractors pursuant to Labor Code section 1770 et seq.

The contractor is responsible for obtaining and complying with all applicable general prevailing wage rates for trades workers and any rate changes which may occur during the term of the contract. Prevailing wage rates and rate changes are to be posted at the job site for workers to view.

2. Apprentices

It is the duty of the contractor and subcontractors to employ registered apprentices on public works projects pursuant to Labor Code section 1777.5.

3. Penalties

Penalties, including forfeitures and debarment, shall be imposed for contractor/subcontractor failure to pay prevailing wages, failure to maintain and submit accurate certified payroll records upon request, failure to employ apprentices, and for failure to pay employees for all hours worked at the correct prevailing wage rate, in accordance with Labor Code sections 1775, 1776, 1777.7, and 1813.

4. Certified Payroll Records

Pursuant to Labor Code section 1776, contractors and subcontractors are required to keep accurate payroll records which reflect the name, address, social security number, and work classification of each employee; the straight time and overtime hours worked each day and each week; the fringe benefits; and the actual per diem wages paid to each journeyperson, apprentice, worker, or other employee hired in connection with a public works

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or to his or her authorized representative on request.

Contractors and subcontractors shall maintain their certified payrolls on a weekly basis and shall submit said payrolls weekly to the LCO. In the event that there has been no work performed during a given week, the certified payroll record shall be annotated "No Work" for that week.

5. Nondiscrimination in Employment

Prohibitions against employment discrimination are contained in Labor Code sections 1735 and 1777.6; the Government Code; the Public Contracts Code; and Title VII of the Civil Rights Act of 1964, as amended.

6. Kickback Prohibited

Pursuant to Labor Code section 1778, contractors and subcontractors are prohibited from accepting, taking wages illegally, or extracting "kickback" from employee wages.

7. Acceptance of Fees Prohibited

Contractors and subcontractors are prohibited from exacting any type of fee for registering individuals for public work (Labor Code section 1779); or for filling work orders on public works contracts (Labor Code section 1780).

8. Listing of Subcontractors

Contractors are required to list all subcontractors hired to perform work on a public works project when that work is equivalent to more than one-half of one percent of the total effort (Public Contract Code section 4104.).

9. Proper Licensing

Contractors and subcontractors are required to be properly licensed. Penalties will be imposed for employing workers while unlicensed (Labor Code section 1021 and Business and Professions Code section 7000, et seq. under California Contractors License Law).

10. Unfair Competition Prohibited

Contractors and subcontractors are prohibited from engaging in unfair competition (Business and Professions Code sections 17200-17208).

11. Workers' Compensation Insurance

All contractors and subcontractors are required to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of Labor Code sections 3700 and 1861.

12. OSHA

Contractors and subcontractors are required to comply with the Occupational Safety and Health laws and regulations applicable to the particular public works project.

13. Prohibition against hiring undocumented workers

Federal law prohibits contractors and subcontractors from hiring undocumented workers and requires all contractors and subcontractors to secure proof of eligibility/citizenship from all workers.

14. Itemized wage statements

Contractors and subcontractors are required to provide itemized wage statements to employees pursuant to Labor Code section 226.

In accordance with federal and state laws, and with District's policy and contract documents, the contractor herein certifies that it will comply with the foregoing labor law requirements; and fully understands that failure to comply with these requirements will subject it to the penalties cited herein by signing the contract.

WORKERS' COMPENSATION CERTIFICATE

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.

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.

_____
Proper Name of Bidder

By: _____

_____

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.

LABOR COMPLIANCE

GUHSD is now utilizing *LCPTracker* to capture the necessary reporting required for public works projects.

Please complete the following for each project.

LCP Contact Name: _____
(This should be the name of the individual responsible for data entry into LCPTracker)

LCP Contact Phone Number: _____

LCP Contact Email: _____
(This is where LCPTracker will send your user id and temporary password as well as any communication through the system such as edocuments, rejection notices, etc.)

Project Description/Contract No.: _____

If your company is currently utilizing *LCPTracker* with another entity, please sign in and print a screen shot of your company's information and attach. To find this information, login, go to setup tab, and company information.

If you are a new user of *LCPTracker* we will need the following information to be provided.

Company Name: _____

Federal Tax ID No.: _____

Contractor's License No.: _____

Contractor's 10-Digit Phone Number: _____

Company Address: _____

City, State, Zip: _____

DIR No.: _____

Important Information: Contractors and all lower-tier subcontractors and suppliers performing contract work are required to submit certified payrolls and labor compliance documentation electronically.

Electronic submittal will be a web-based system, accessed electronically on the internet at lcptracker.com

Contractor is responsible for managing and certifying all lower tier subcontractors and certified payroll submittals.

ATTACHMENT A

Re: Labor Compliance Withholding

This letter serves as notification of withholding policies for contracts that fall under the Department of Industrial Relations (DIR) and California Labor Code §1776.

California Labor Code §1776(h) states: *"The contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with this section. In the event that the contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred ($100) for each calendar day, or portions thereof, for each worker, until strict compliance is effectuated."*

Grossmont Union High School District's policy for withholding will apply to progress payments and one-time payments to contractors that are not compliant with California Labor Code §1776. The following are the withholding amount guidelines:

- **$2,500** will be withheld per contractor and/or subcontractor for all progress payments that do not adhere to the labor code referenced above.
- If the amount required to be withheld exceeds the amount of the invoice, the invoice will be rejected and returned to the contracted entity for resubmission once all issues are resolved.
- For all subcontractors that are listed as a sub but have not yet started work on a contract, on a monthly basis the contractor must state whether that subcontractor has performed work so the District may determine whether there are any outstanding labor code issues for the sub. The contracted entity is at risk of a withholding amount of **$2,500**, including this amount per sub, if this communication is not received.
- For all subcontractors that have started work on a contract, but did not perform work during the progress billing submitted during the period, a nonperformance payroll must be submitted or the contracted entity is at risk of a withholding amount of **$2,500**, including this amount per sub, if this step is not completed.
- Once a withholding is placed it may remain in place until the following review cycle, which may be up to 30 days. Regardless of the promptness of your ability to comply the review could take a few weeks.

We thank you for your work on our projects and for your continually adherence to labor code laws. Should you have any questions, please contact Kimberly Devine at 619-644-8137.

GROSSMONT UNION HIGH SCHOOL DISTRICT

MT MIGUEL SCIENCE BUILDING
MULTI PRIME
CN-4067 TO CN-4073

SECTION 00600
PERFORMANCE BOND

(00600)
PERFORMANCE BOND

WHEREAS the **GROSSMONT UNION HIGH SCHOOL DISTRICT** (also herein "Obligee") has awarded to _____ (hereinafter "Contractor"), a contract for work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of the MT MIGUEL SCIENCE BUILDING
MULTI PRIME CN-4067 TO CN-4073:

Project and all other required structures and facilities within the rights-of-way, easements and permits;

WHEREAS, the Work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated _____ (hereinafter the "Public Work Contract"); and

WHEREAS, the Contractor is required by said Public Work 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 **GROSSMONT UNION HIGH SCHOOL DISTRICT** in the sum of _____ dollars, $_____, said sum being not less than 100% of the total amount payable by the said Obligee under the terms of the said Public Work Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Public Work Contract and any alteration thereof 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 intent and meaning; and shall faithfully fulfill the one-year guarantee of all materials and workmanship; and indemnify and save harmless the Obligee, its officers and agents, as stipulated in the said Public Work Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event legal action is required to enforce the provisions of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements, and other damages.

In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages.

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

IN WITNESS WHEREOF, we have hereto set our hands and seals this ____ day of _____, 2024____.

_____
____

Principal/Contractor

By: _____
President

_____
____
Surety

By: _____
Attorney-in-Fact

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

The total amount of premium charged, $_____.

(The above must be filled in by corporate surety.)

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this ____ day of _____, in the year _____, before me, _____, a Notary Public in and for said state, personally appeared _____, known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the _____ (surety) and acknowledged to me that he subscribed the name of the _____ (surety) thereto and his own name as Attorney-in-Fact.

_____
____
Notary Public in and for said State

(SEAL)

My Commission expires _____.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as principal to the within bond; that _____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)

_____
Signature

_____
____
Date

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

GROSSMONT UNION HIGH SCHOOL DISTRICT

MT MIGUEL SCIENCE BUILDING
MULTI PRIME
CN-4067 TO CN-4073

SECTION 00610
PAYMENT BOND

PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the **Grossmont Union High School District** (hereinafter referred to as "Public Entity"), by action taken or a resolution passed _____, 20____, has awarded to _____ (hereinafter designated as the "Principal") a contract for the work described as follows: _____(the "Project"); and

WHEREAS, said Principal is required by Chapter 5 (commencing with Section 9550), of Title 3, Part 6, Division 4 of the California Civil Code to furnish a bond in connection with said contract;

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

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay (1) any of the persons named in Section 9100 of the California Civil Code, (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or (3) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then the Surety will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, will pay such reasonable attorneys' fees as shall be fixed by the court as provided in California Civil Code sections 9550 et seq.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described; nor by a change or modification to the terms of payment or an extension of time for payment pertaining to or relating to any scheme or work of improvement hereinabove described; nor by any rescission or attempted rescission of the contract, agreement, or bond; nor by any conditions precedent or subsequent in the bond purporting to limit the right of recovery of a claimant otherwise entitled to recover pursuant to the contract, agreement, or bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Public Entity and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that the claimant is a person described in Article 1 (commencing with Section 8400) of Chapter 4 of Title 2, or in Section 9100, of the California Civil Code, and has not been paid the full amount of his claim; and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20_____.

Principal_____

_____

By _____ [Attach required acknowledgments]

Surety _____

_____

By Attorney-in- Fact

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: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this _____ day of _____, in the year _____, before me, _____, a Notary Public in and for said State, personally appeared _____, known to me to be the person whose name is subscribed within the instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact.

_____ Notary Public in and for said State Commission expires:_____	(SEAL)

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

00138.00005/394049.2

GROSSMONT UNION HIGH SCHOOL DISTRICT

MT MIGUEL SCIENCE BUILDING
MULTI PRIME
CN-4067 TO CN-4073

SECTION 00700
GENERAL CONDITIONS

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DOCUMENT 00 7213

GENERAL CONDITIONS

Section 1.1 ORGANIZATION

1.1.1 Subdivisions. The provisions of these General Conditions are organized based on a numbering system in which:

(i) Parts (e.g., Part 3) may be subdivided into Sections (e.g., Section 3.1);

(ii) Sections may be subdivided into Subsections (e.g., Subsection 3.1.1); and

(iii) Subsections may be subdivided into Articles (e.g., Article 3.1.1.1).

1.1.2 Captions and Headings. Captions or headings for the Parts, Sections, Subsections and Articles of these General Conditions are provided for convenience of the reader and shall not be construed to define or limit such provisions.

1.1.3 Lists. Lists (i.e., enumerations of items) are set forth using Romanette symbols (i.e., i, ii, iii, iv, *et cetera*), and lists within lists are set forth using lower-case alpha characters (i.e., a, b, c, *et cetera*).

Section 1.2 DEFINITIONS

Capitalized terms and phrases are used in these General Terms for the convenience of the reader. Capitalized terms and phrases may be defined in the subsequent provisions of these General Terms or in other Contract Documents or, if not so defined, shall have the meanings ascribed to them as follows:

(i) Action of the Governing Board is a vote of a majority of the Governing Board of the District ("Governing Board").

(ii) Approval means written authorization through action of the Governing Board. In addition, the Governing Board has delegated to the Deputy Superintendent of Business Services the authority to approve certain modifications and Construction Change Directives where the aggregate sums of the modifications or Construction Change Directives do not exceed $100,000 or 10% of the Contract Price, whichever is less. In no event shall the Deputy Superintendent of Business Services have authority to approve total Construction Change Directives or modifications to the Project exceeding 10% of the Contract Price without Governing Board approval.

(iii) Architect means the architect, engineer, or other design professional under contract to the District for designing and performing general observation of the

construction and interpretation of the Drawings and Specifications for the Project, and the Architect is identified in the Special Conditions.

(iv) As shown, as indicated, and as detailed refer to Drawings referenced in the Specification.

(v) Construction Manager for the Project is the professional management consultant under contract to the District for management of the Project and assistance with administration of the Contract, and the Construction Manager is identified in the Special Conditions.

(vi) Contract when used in these General Conditions shall be a reference to the Contract Documents as defined herein.

(vii) Contract Documents consist of all documents that establish the entire understanding and agreement between the District and the Prime Contractor, and are identified in the Agreement. The Contract Documents are identified in the Agreement and include Modifications issued after execution of the Agreement. A Modification is a written amendment to the Contract signed by both parties, a Change Order, a Construction Change Directive, or a written order for a minor change in the Work issued by the Architect or Construction Manager. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect or Construction Manager and Prime Contractor, between the District and any Subcontractor or sub-subcontractor, or between any persons or entities other than the District and the Prime Contractor.

(viii) Prime Contractor is identified as such in the Agreement. The terms Contractor and Prime Contractor have the same meaning and are used interchangeably in the Contract Documents.

(ix) Days means calendar days unless otherwise indicated.

(x) Project Inspector or Inspector of Record is the individual retained by the District in accordance with Title 21 and Title 24 of the California Code of Regulations and who will be assigned to the Project.

(xi) Drawings are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect.

(xii) Emergency is a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage.

(xiii) Locality in which the Work is performed means San Diego County.

(xiv) Project is all construction and other work and services to be performed in accordance with the Contract Documents.

(xv) Project Manual is the volume assembled for the Work which may include, among others, the Notice Inviting Bids, Instructions for Bidders, sample forms, General Conditions, Special Conditions, and Specifications.

(xvi) Provide shall include "provide complete in place," that is "furnish and install."

(xvii) Safety Orders are those issued by any city, county, State of California or federal agency with competent and corresponding jurisdiction.

(xviii) Project Site means the grounds of the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work. "On-site" means the area bounded by the Project Site's legal description and "off site" means the area outside the Project Site's legal description.

(xix) Specifications are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

(xx) Standards, rules, and regulations referred to are recognized printed standards and shall be considered as one and a part of the Contract Documents within limits therein specified. Applicable federal, State of California and local regulations are incorporated into the Contract Documents by reference.

(xxi) Subcontractor means those having direct or indirect contracts with Prime Contractor and those who furnish labor, material or services for a special design according to Drawings and Specifications for the Work, but does not include those who merely furnish material not so worked.

(xxii) Surety is the person, firm, or corporation that executes as surety the Prime Contractor's Performance Bond and Payment Bond and must be admitted and authorized to conduct business in the State of California.

(xxiii) Work means all labor, materials and equipment necessary for the Prime Contractor and its Subcontractors to fulfill all of the Prime Contractor's obligations pursuant to the Contract Documents, whether using its own forces or Subcontractors. Work includes the obligation of the Prime Contractor and each Subcontractor to visit the Project Site (a continuing obligation after commencing the Work), to fully acquaint and familiarize itself with existing conditions and the character of the operations to be carried out under the Contract Documents, and make such investigation as it may see fit so that it fully understands the facilities, physical conditions, and restrictions attending the Work under the Contract Documents. Work includes the obligation of the Prime Contractor and each Subcontractor to thoroughly examine and become familiar with the Drawings, Specifications, Summary Scope of Work, and associated bid documents.

(xxiv) Worker includes any laborer, mechanic or other worker.

Section 1.3 CONTRACT DOCUMENTS

1.3.1 **Correlation and Intent**.

1.3.1.1 *Complementary and Inclusive*. The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the Work. All Contract Documents establish the Contract. Any item of Work shown or mentioned in one Contract Document, but not in others (including, without limitation, if an item is mentioned in the Specifications, but not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications) shall be provided by Prime Contractor as if shown or mentioned in both.

1.3.1.2 *Coverage of the Drawings and Specifications*. The Drawings and Specifications generally describe the Work to be performed by Prime Contractor. Generally, the Specifications describe Work which cannot be readily indicated on the Drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of Work in the Specifications, which can be adequately shown on the Drawings, or to show on the Drawings all items of Work described or required by the Specifications even if they are of such nature that they could have been shown. All materials or labor for Work are shown on either the Drawings or the Specifications (or reasonably inferable therefrom as being necessary to complete the Work) shall be provided by the Prime Contractor to provide a complete Project. It is intended that the Work be of sound, quality construction, and the Prime Contractor shall be responsible for the inclusion of adequate amounts to cover installation of all items indicated, described, or implied in the portion of the Work to be performed by them.

1.3.1.3 *Conflicts*. In the event there is a discrepancy in or inconsistency between the various Contract Documents, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply.

1.3.1.4 *Conformance with Laws*. Each and every provision of law required by law to be inserted in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, even if through mistake or otherwise any such provision is not inserted, or is not correctly inserted.

Before commencing any portion of the Work, Prime Contractor shall check and review the Drawings and Specifications for such portion for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public and municipal utilities affecting the construction and operation of the physical plant of the Project, all quasi-governmental and other regulations affecting the construction and operation of the physical plant of the Project, and other special requirements, if any, designated in the Contract Documents. Such checking shall include Title 21 and Title 24 of the California Code of Regulations, California Building Code, local utility, local water connection, local grading and all other applicable agencies. In the event Prime Contractor observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with the Contract Documents, Prime Contractor shall, within five (5) days, notify Architect, Construction Manager and District in writing of same and shall ensure that any such violation or inconsistency shall be corrected in the manner provided hereunder prior to the construction of that portion of the Project.

The Prime Contractor shall bear all expenses of correcting Work done contrary to said laws, ordinances, rules, and regulations if the Prime Contractor performed same (1) without first consulting the Architect or Construction Manager for further instructions regarding said Work or (2) disregarded the Architect or Construction Manager's instructions regarding said Work.

1.3.1.5 *Ambiguity and Inconsistency*. Before commencing any portion of the Work, Prime Contractor shall carefully examine all Drawings and Specifications and other information given to Prime Contractor as to materials and methods of construction and other Project requirements. Prime Contractor shall, within five (5) days, notify Architect, Construction Manager and District in writing of any perceived or alleged error, inconsistency, conflict, ambiguity, or lack of detail or explanation in the Drawings and Specifications in the manner provided herein. If the Prime Contractor or its Subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any Work under the Contract Documents, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, Prime Contractor shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof without increase or adjustment to the Contract Price or the time for performance. If Prime Contractor performs, permits, or causes the performance of any Work under the Contract Documents prepared by or on behalf of Prime Contractor that is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Prime Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction, without increase to or adjustment in the Contract Price or the time for performance.

1.3.2 **Addenda and Deferred Approvals**.

1.3.2.1 *Addenda* are the changes in Drawings, Specifications and other Contract Documents that have been authorized in writing by the District, Architect or

Construction Manager, and which alter, explain, or clarify the Contract Documents. Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda unless otherwise specified in the addenda.

1.3.2.2 *Deferred Approvals*. Contract Documents which require deferred approval items are meant to be for illustration purposes only. Prime Contractor is responsible for all deferred approval requirements set forth in the Contract Documents. Prime Contractor is responsible to comply with all laws, building codes, and regulations necessary to obtain all necessary approvals, including those required from the Division of the State Architect ("DSA") and the State Fire Marshall. Prime Contractor shall not be granted an extension of time for failure to obtain necessary approvals due to failure to comply with laws, building codes, and other regulations (including Title 24 of the California Code of Regulations). Prime Contractor shall schedule all deferred approval items in its progress schedule pursuant to Part 3. If Prime Contractor fails to include deferred-approval items in its schedule which results in a critical path delay, then Prime Contractor shall be subject to the assessment of liquidated damages.

1.3.3 **Specification Interpretation**.

1.3.3.1 *Titles*. The Specifications are separated into titled Sections for convenience only and not to dictate or determine the trade or craft involved.

1.3.3.2 *As Shown, Et Cetera*. Where "as shown," "as indicated," "as detailed," or words of similar import are used, reference is made to the Drawings accompanying the Specifications unless otherwise stated. Where "as directed," "as required," "as permitted," "as authorized," "as accepted," "as selected," or words of similar import are used, the direction, requirement, permission, authorization, approval, acceptance, or selection by Architect is intended unless otherwise stated.

1.3.3.3 *General Conditions*. The General Conditions are a part of each and every Section of the Specifications.

1.3.3.4 *Abbreviations*. In the interest of brevity, the Specifications are written in an abbreviated form and may not include complete sentences. Omission of words or phrases such as "Prime Contractor shall," "shall be," *et cetera*, are intentional. Nevertheless, the requirements of the Specifications are mandatory. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the Drawings. In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.3.3.5 *Plural*. Words in the singular shall include the plural whenever applicable or the context so indicates.

1.3.3.6 *Metric*. The Specifications may indicate metric units of measurement as a supplement to U.S. customary units. When indicated thus: 1" (25 mm), the

U.S. customary unit is specific, and the metric unit is nonspecific. When not shown with parentheses, the unit is specific. The metric units correspond to the "International System of Units" (SI) and generally follow ASTM E 380, "Standard for Metric Practice."

1.3.3.7 *Standard Specifications*. Any reference to standard specifications of any society, institute, association, or governmental authority is a reference to the organization's standard specifications, which are in effect at the date of the Prime Contractor's proposal unless directed otherwise. If applicable specifications are amended prior to completion of any part of the Work, the Prime Contractor may, if acceptable to Architect or Construction Manager, perform such Work in accordance with the amended specifications. The standard specifications, except as modified in the Specifications for the Project, shall have full force and effect as though printed in the Specifications. Architect will furnish, upon request, information as to how copies of the standard specifications referred to may be obtained.

1.3.4 **Rules of Document Interpretation**.

1.3.4.1 In the event of conflict within the Drawings, the following rules shall apply:

(i) General Notes, when identified as such, shall be incorporated into other portions of Drawings.

(ii) Schedules, when identified as such, are complementary with other notes and other portions of Drawings including those identified as General Notes.

(iii) Larger scale Drawings shall take precedence over smaller scale Drawings.

(iv) At no time shall the Prime Contractor base construction on scaled Drawings.

1.3.4.2 Specifications shall govern as to materials, workmanship, and installation procedures.

1.3.4.3 If Prime Contractor observes that Drawings and Specifications are in conflict, Prime Contractor shall, within five (5) days, notify the Architect or Construction Manager in writing for the purposes of obtaining an interpretation of the Contact Documents.

1.3.4.4 In the case of conflict or inconsistencies, the order of precedence shall be as follows:

(i) General Conditions govern over Drawings and Specifications.

(ii) Special Conditions govern over General Conditions.

(iii) The Agreement shall govern over the Special Conditions.

(iv) In the case of disagreement or conflict between or within standards, Specifications, and Drawings, the more stringent, higher quality, and greater quantity of Work shall apply.

Section 1.4 OWNERSHIP AND USE OF CONTRACT DOCUMENTS

The Drawings, Specifications, and other Contract Documents for the Project are the property of the District and/or Architect pursuant to Education Code Section 17316. The Prime Contractor may retain one Contract record set. Neither the Prime Contractor nor any Subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect. All copies except the Prime Contractor's record set shall be returned or properly accounted for upon completion of the Work. The Drawings, Specifications, and other documents prepared by the Architect, and copies thereof furnished to the Prime Contractor are not to be used by the Prime Contractor or any Subcontractor, sub-subcontractor, or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work. The District and/or Architect hereby grant to the Prime Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings, Specifications, and other documents prepared for the Project in the execution of their Work under the Contract Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the District's property interest or other reserved right.

PART 2
DISTRICT

Section 2.1 INFORMATION AND SERVICES REQUIRED OF THE DISTRICT

2.1.1 Project Site Survey. If necessary for the Work, the District will furnish upon request and at its expense a legal description of the Project Site and a land survey showing the boundaries of the Project Site. Prime Contractor shall be responsible for all surveys regarding location of construction, grading and site work. The Prime Contractor is responsible to perform underground utility locating, through the use of a locating service and potholing for existing utilities. The Prime Contractor shall produce a report of utilities located prior to beginning any excavations.

2.1.2 Geotechnical Services and Soils Report. When required by the scope of the Project, the District will furnish, at its expense, the services of geotechnical engineers or consultants when reasonably required and deemed necessary by the Architect or as required by local or State of California codes. Such services, with written reports and appropriate written professional recommendations, may include test boring, test pits, soil bearing values, percolation tests, air and water pollution tests, and ground corrosion and resistivity tests, including necessary operations for determining subsoil, air, and water conditions.

The Soils Report recommendations may be less restrictive than the Specifications. The Prime Contractor shall construct the earthwork and soil related portion of the Project as indicated in the Specifications. The Soils Report is supplementary to the Specifications and is for information purposes only and shall not be considered a part of the Contract Documents.

If a soils investigation report has been obtained from test holes at the Project Site, such report is available AS INFORMATION ONLY for the Prime Contractor's use in preparing its bid and Work under the Contract. The soils report is available at the Construction Manager's office for review. Any information obtained from such report or any other information given on Drawings as to subsurface soils conditions or to elevations of existing grades or elevations of underlying rock is approximate only.

THE DISTRICT DOES NOT WARRANT THE SOILS AT THE PROJECT SITE. ANY SOILS INVESTIGATION REPORT IS PROVIDED FOR PRIME CONTRACTOR'S INFORMATION ONLY. PRIME CONTRACTOR SHALL BE DEEMED TO HAVE CONDUCTED AN INDEPENDENT INVESTIGATION OF THE PROJECT SITE AND THE EXISTING SOILS CONDITIONS. THE DISTRICT DOES NOT WARRANT THE SOILS CONDITIONS OF THE PROJECT SITE, AND PRIME CONTRACTOR IS FULLY RESPONSIBLE FOR ASCERTAINING EXISTING CONDITIONS FOR PURPOSES OF DETERMINING CONSTRUCTION MEANS AND METHODS PRIOR TO COMMENCING CONSTRUCTION. THE SOILS INVESTIGATION REPORT IS NOT A CONTRACT DOCUMENT.

2.1.3 Utilities.

2.1.3.1 *Regional Notification Center*. Prime Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) business days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and carried out by the Prime Contractor unless such an inquiry identification number has been assigned to the Prime Contractor or any Subcontractor and the District has been given the identification number by the Prime Contractor. Any damages arising from failure to make appropriate regional notification shall be at the sole risk of Prime Contractor. Any delays caused by failure to make appropriate regional notification shall be at the sole risk of Prime Contractor and shall not be considered for extension of time pursuant to Section 8.4.

2.1.3.2 *Utilities - Removal and Restoration.* The District has endeavored to determine the existence of utilities at the Project Site from the records of the District of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown in the Contract Documents.

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

locations and type of service connections, prior to commencing the Work which could result in damage to such utilities. The Prime Contractor shall immediately notify the District's representative as to any utility discovered by Prime Contractor in a different position than shown in the Contract Documents or which is not shown on the Contract Documents.

Prime Contractor shall coordinate its Work with all utilities, including, but not limited to electricity, water, gas and telephone and meet with said utilities prior to the start of any Work.

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

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

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

When it is necessary to remove, relocate, or temporarily maintain a utility which is not shown on the Drawings or is in a position materially different from that shown on the Drawings and were it in the position shown on the Drawings would not need to be removed, relocated, or temporarily maintained, and the cost of which is not required to be borne by the owner thereof, the District will make arrangements with the owner of the utility for such work to be done at no cost to the Prime Contractor, or will require the Prime Contractor to do such work in accordance with Part 7 or will make changes in the alignment and grade of the Work to obviate the necessity to remove, relocate, or temporarily maintain the utility. Changes in alignment and grade will be ordered in accordance with Part 7 herein.

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

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

2.1.4 **Existing Utility Lines; Removal, Relocation**.

2.1.4.1 *Main or Trunkline Facilities.* If the Prime Contractor while performing the Contract discovers utility facilities not identified by the District in the Contract Documents, Prime Contractor shall, within one (1) day, notify the District and utility in writing.

The District has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the Drawings and Specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the Drawings and Specifications and made a part of the Invitation to Bid, District shall assume the responsibility for their timely removal, relocation, or protection.

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

The Prime Contractor shall exercise reasonable care and shall be compensated by the District for the actual verified field costs of locating and removing, relocating, protecting or temporarily maintaining such main or trunkline utility facilities not indicated with reasonable accuracy in the Drawings and Specifications, and for equipment in use on the Project necessarily idled during such work. This work shall be performed in accordance with Part 7 of these General Conditions.

Alternatively, District may make changes in the alignment and grade of the Work to obviate the need to remove, relocate, or temporarily maintain the utility, in accordance with Part 7 or District may make arrangements with the owner of the utility for such work to be done at no cost to the Prime Contractor.

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

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

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

2.1.4.2 *Assessment*. This Subsection 2.1.4 shall not be construed to preclude assessment against the Prime Contractor for any other delays in completion of the Work. Nothing in this Subsection 2.1.4 shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Project Site can be inferred from the presence of other visible facilities, such as buildings, or meter junction boxes on or adjacent to the Project Site.

2.1.4.3 *Notification*. If the Prime Contractor, while performing Work under the Contract, discovers utility facilities not identified by the District in the Contract Documents, the Prime Contractor shall, within one (1) day, notify the District and the utility in writing.

2.1.5 Easements. District shall secure and pay for easements for permanent structures or permanent changes in existing facilities, if any, unless otherwise specified in the Contract Documents.

Section 2.2 DISTRICT'S RIGHT TO CARRY OUT THE WORK

2.2.1 Prime Contractor Default. If the Prime Contractor fails to perform the Work in accordance with the Contract Documents, the Prime Contractor shall be deemed to have defaulted or neglected to carry out the Work, including, but not limited to, circumstances in which the Prime Contractor:

(i) Fails to supply adequate workers on the Project or any part thereof;

(ii) Fails to supply a sufficient quantity of materials or to order materials in a timely manner;

(iii) Fails to prepare and/or submit deferred-approval items or shop drawings in a timely manner;

(iv) Fails to perform any provision of the Contract;

(v) Fails to comply with safety requirements or creates an unsafe condition;

(vi) Fails to comply with the critical path of any applicable Construction Schedule; or

(vii) Fails to comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4100 *et seq*; or

(viii) In the case of bona fide emergency; or

(ix) Failure to order materials in a timely manner.

2.2.2 District Remedies. If the Prime Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails (within a forty-eight (48) hour period after receipt of written notice or a shorter time period expressly stated in the written notice from the District in an emergency situation) to promptly commence and diligently continue correction of such default or neglect, the District may correct the deficiencies without prejudice to other remedies the District may have, including, without limitation, those set forth in Part 14, after providing forty-eight (48) hour written notice to Prime Contractor and Surety. If, during this forty-eight (48) hour period, Surety personally serves notice on the District that the Surety intends to perform such Work, District shall allow Surety seven (7) days to perform. In such case, the Prime Contractor will be invoiced the cost of correcting the deficiencies, including

compensation for additional services and expenses made necessary by such default or neglect. The invoice amount shall be deducted from the next payment due the Prime Contractor. If payments then or thereafter due the Prime Contractor are not sufficient to cover such amounts, the Prime Contractor shall pay the difference to the District.

PART 3
THE PRIME CONTRACTOR

Section 3.1 SUPERVISION AND CONSTRUCTION PROCEDURES

3.1.1 Prime Contractor. The Prime Contractor shall continually supervise and direct the Work using the Prime Contractor's best skill and attention. The Prime Contractor shall be solely responsible for and have control over construction means, methods, techniques, and procedures; and shall coordinate all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. The Prime Contractor shall not perform the Work without utilizing the Contract Documents or, where required, approved shop drawings, product data, or samples for any such portion of the Work. If any work is to be performed by contractors retained directly by the District, Prime Contractor shall be responsible for the coordination and sequencing of the work of those other contractors so as to avoid any impact on the Project schedule determined in accordance with Part 8. Specific duties of the Prime Contractor shall include those set out in Section 43 of Title 21 of the California Code of Regulations and Section 4-343 of Title 24 of the California Code of Regulations. These duties include, but are not limited to the following:

(i) The Prime Contractor shall carefully study the Drawings, Specifications and other Contract Documents, and shall plan and schedule its operations well ahead of time. The Prime Contractor shall promptly report to the District any and all inconsistencies or time periods that appear to be in error in the Contract Documents. In no event shall any instruction by the District be construed to cause Work to be performed that does not conform with applicable law and the Contract Documents.

(ii) The Prime Contractor shall carefully inspect the Project Site and shall plan and schedule its operations well ahead of time. The Prime Contractor must promptly report to the Construction Manager any local conditions that may adversely affect the Work. In no event shall any instruction by the Construction Manager or Architect be construed to cause Work to be performed that does not conform with applicable law and the Contract Documents.

(iii) The Prime Contractor shall complete the Work in accordance with the approved Drawings and Specifications. If at any time it is discovered that Work is being done which is not in accordance with the approved Drawings and Specifications, the Prime Contractor shall correct the Work immediately. The Prime Contractor in no way is relieved of any responsibility by the activities of the District, Construction Manager, Architect, Project Inspector or DSA in the performance of their duties.

(iv) The Prime Contractor shall not carry on Work except with the knowledge of the Project Inspector. Prime Contractor shall provide the Inspector of Record with a written punch-list prior to requesting that the Architect perform the final inspection.

(v) The Prime Contractor shall make and submit to the office from time to time, verified reports as required in Section 36 of Title 21 and Section 4-366 of Title 24.

(vi) The Prime Contractor shall fully comply with any and all reporting requirements of Education Code Sections 17315 et seq., in the manner prescribed by Title 24.

(vii) The Prime Contractor shall perform quality control within its own forces and its Subcontractor forces.

(viii) The Prime Contractor shall provide daily reports listing its and its Subcontractors' personnel, including and but not limited to trades, experience levels and any equipment or materials arriving on-site or installed on that date. The Prime Contractor shall attach the minutes and any sign-in or attendance sheet for any safety meetings conducted by the Prime Contractor to the daily report for that date.

3.1.2 Prime Contractor Responsibility. The Prime Contractor shall be responsible to the District for acts and omissions of the Prime Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Prime Contractor or any of its Subcontractors.

3.1.3 Obligations not Changed by Architect's Actions. The Prime Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in the administration of the Contract or by tests, inspections, or approvals required or performed by persons other than the Prime Contractor.

3.14. Acceptance/Approval of Work. The Prime Contractor shall be responsible to determine when any completed portions of the Work already performed under the Contract or provided pursuant to Part 6 are suitable to receive subsequent Work thereon.

Section 3.2 <u>SUPERINTENDENT</u>

3.2.1 Full Time Superintendent. Unless personally present on the Project Site where the Work is being performed, the Prime Contractor shall keep on the Work at all times during its progress a competent construction Superintendent satisfactory to the District. The Superintendent shall be present on a full-time basis, shall be dedicated exclusively to the Project and shall not share superintendence duties with another project or job. The Superintendent shall not be replaced except with written consent of the District. The

Superintendent shall represent the Prime Contractor in its absence and shall be fully authorized to receive and fulfill any instruction from the Construction Manager, the Architect, the Project Inspector, the District or any other District representative. The Superintendent shall originate all Requests for Information and responses thereto shall be given to the Superintendent. No Work shall begin on any day by any Subcontractor or other person on the Project Site until the Superintendent has arrived, and no Work shall continue during the day after the Superintendent has departed from the Project Site. The Superintendent shall have authority to bind Prime Contractor through the Superintendent's acts. The Superintendent shall represent the Prime Contractor, and communications given to the Superintendent shall be binding on the Prime Contractor. Before commencing the Work, Prime Contractor shall give written notice to District, Construction Manager and Architect of the name and a Statement of Qualifications of such superintendent. If a superintendent proves to be unsatisfactory to Prime Contractor and ceases to be in its employ, Prime Contractor shall notify District, Construction Manager and Architect in writing. Such notice shall designate and seek approval of a replacement Superintendent. Prime Contractor shall provide a replacement superintendent approved by the District prior to performing additional Work.

3.2.2 Staff. Notwithstanding other requirements of the Contract Documents, the Prime Contractor and each Subcontractor shall: (1) furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; (2) organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and (3) keep an adequate force of skilled and fit workers on the job to complete the Work in accordance with all requirements of the Contract Documents.

3.2.3 Right to Remove. District shall have the reasonable right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Prime Contractor, Subcontractor, material or equipment supplier.

Section 3.3 LABOR AND MATERIALS

3.3.1 Prime Contractor to Provide. Unless otherwise provided in the Contract Documents, the Prime Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, air conditioning, utilities, transportation, and other facilities, services and permits necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.3.2 Quality. Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of the highest quality or as specifically stated in the Contract Documents. The Prime Contractor shall, if requested, furnish satisfactory evidence as to kind and quality of all materials and equipment within ten (10) days of a written request by the District, including furnishing the District with bona fide copies of invoices for materials or services provided on the Project. All labor shall be performed by workers skilled in their respective trades, and shall be of the same or higher quality as with the

standards of other school construction. The Prime Contractor shall maintain an effective quality control mechanism such that rework or replacement of defective Work is kept at a minimum.

3.3.3 Replacement. Any work, materials, or equipment that does not conform with the requirements or standards set forth in the Contract Documents may be disapproved by the District, in which case, they shall be removed and replaced by the Prime Contractor at no additional cost or extension of time to the District.

3.3.4 Discipline. The Prime Contractor shall enforce strict discipline and good order among the Prime Contractor's and Subcontractors' employees, and other persons carrying out the Contract. The Prime Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this Subsection, "unfit" includes any person who the District concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this Subsection or other applicable standards of behavior, or who creates safety hazards which jeopardize other persons and/or property.

3.3.5 Employee Background Checks. If this provision is made applicable as set forth in the Special Conditions, the Prime Contractor shall comply with all provisions of Education Code Section 45125.1. Pursuant to Education Code Section 45125.1, Prime Contractor shall conduct criminal background checks of all employees of Prime Contractor and its Subcontractors assigned to the Project Site, and, using the form included in the Contract Documents or provided by the District, shall certify that no such employees who have been convicted of serious or violent felonies (as specified in Education Code Section 45125.1) will have contact with pupils. As part of such certification, Prime Contractor must provide the District with a list of all employees providing services pursuant to the Contract. In performing the services required pursuant to the Contract, Prime Contractor shall not allow any of its or its Subcontractors' employees who are not included on the above-referenced list to enter onto or remain in the vicinity of the Project Site. The Prime Contractor's failure to comply with these requirements shall be deemed and construed to be a material breach of the Contract, upon which it may be terminated, at District's sole discretion, without any further compensation to Prime Contractor.

3.3.6 Noise, Drugs, Tobacco, Alcohol, and Animals. Prime Contractor shall prohibit and take all steps necessary to ensure that its and its Subcontractors' employees do not possess, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the Project Site. The Prime Contractor shall take all necessary steps to ensure that its and its Subcontractor's employees comply with all applicable District policies and directives relating to appearance and behavior on school sites and/or District property. The Prime Contractor shall prohibit and prevent its and its Subcontractor's employees from playing any radios, I-Pods, MP3 players or similar devices, or wearing any earplug or headphones for entertainment or other non-Work purposes while working on the Project. The Prime Contractor shall prohibit and prevent its employees and Subcontractor's employees from bringing any animal onto the Project.

3.3.7 Delivery of Material. Prime Contractor shall place orders for materials or equipment so that the Work may be completed in accordance with the Construction Schedule

for the Work as determined in accordance with Part 8 of these General Conditions. Prime Contractor shall, upon demand from the Architect or Construction Manager, furnish to the Architect or Construction Manager documentary evidence including, but not limited to, purchase orders, invoices, bills of materials, work orders and bills of lading, showing that orders have been placed.

3.3.8 Liens and Other Security Interests of Subcontractors and Material Suppliers. No material, supplies, or equipment for the Work 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. Prime 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, security interests, liens, or charges. Prime Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any Work covered by the Contract shall have any right to place a lien upon the premises or any improvement or appurtenance thereof, except that Prime 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 the event of installation of any such metering device or equipment, Prime Contractor shall advise District as to its owner within five (5) days of such installation in writing, prior to making the installation.

3.3.9 Title to Materials. The title to new materials or equipment for the Work of the Contract, and attendant liability for its protection and safety, shall remain with Prime Contractor until incorporated in the Work of the Contract and accepted by the District, Construction Manager and Architect; no part of said materials shall be removed from its place of storage, and Prime Contractor shall keep an accurate inventory of all said materials and equipment in a manner satisfactory to the District or its authorized representative.

3.3.10 Assemblies. For all material and equipment specified or indicated in the Drawings, the Prime Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems. Incidental items not indicated on the Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the Work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized in the Contract Documents 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. Further, said assemblies shall be inspected and approved by the Inspector of Record prior to closing said assembly.

3.3.11 Noise Control. The Prime Contractor shall be responsible for the installation of noise reducing devices on construction equipment. Prime Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. Construction equipment noise is subject to the control of the Environmental Protection Agency's Noise Control Program (Part 204 of Title 40, Code of Federal Regulations). If school is in session at any point during the progress of the Project, and, in the District's reasonable discretion, the noise from such Work disrupts or

disturbs the students or faculty or the normal operation of the school, at the District's request, the Prime Contractor shall schedule the performance of all such Work around normal school hours or make other arrangements so that the Work does not cause such disruption or disturbance. In no event shall Prime Contractor have a right to receive additional compensation or an extension to the Contract Time as a result of any such rescheduling or the making of such arrangements. These controls shall be implemented during site preparation and construction.

Section 3.4 WARRANTY

The Prime Contractor warrants to the District, Construction Manager and Architect that material and equipment furnished under the Contract shall be of the highest quality and new unless otherwise required or permitted by the Contract Documents, that the Work shall be free from defects not inherent in the quality required or permitted, and that the Work shall conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Prime Contractor's warranty to District includes, but is not limited to the following representations:

(i) In addition to any other warranties provided elsewhere, Prime Contractor shall, and hereby does, warrant all Work and shall repair or replace any or all such Work, together with any other Work that may be damaged or displaced in so doing, that may prove defective in workmanship or materials within a two (2) year period from date of completion as determined in accordance with Public Contract Code Section 7107(c), without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Prime Contractor shall notify District upon completion of repairs.

(ii) In the event of failure of Prime Contractor to comply with above mentioned conditions within forty-eight (48) hours after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at expense of Prime Contractor who shall pay costs and charges therefore immediately on demand.

(iii) If, in the opinion of the District, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District, the District will attempt to give the notice required by this Section. If the Prime Contractor cannot be contacted or does not comply with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this Section, proceed to make such correction or attention which shall be charged against Prime Contractor. Such action by the District will not relieve the Prime Contractor of the guarantee provided in this Section or elsewhere in the Contract Documents.

This Section does not in any way limit the guarantee on any items for which a longer warranty is specified or on any items for which a manufacturer gives a guarantee for a longer period. Prime

Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the Project.

Section 3.5 TAXES

Prime Contractor shall pay all applicable federal, State of California, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. District is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

Section 3.6 PERMITS, FEES AND NOTICES

3.6.1 Payment. The Prime Contractor shall verify that all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are necessary after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those required by the DSA, have been obtained. District shall be responsible for all testing and inspection as required by the DSA on-site or within the distance limitations set forth in Subsection 13.5.2, unless a different mileage range is specified in the Special Conditions.

3.6.2 Compliance. The Prime Contractor shall comply with and give notices required by any law, ordinance, rule, regulation, or lawful order of public authorities bearing on performance of the Work.

3.6.3 Responsibility. The Prime Contractor shall perform all Work in conformance with every applicable law, statute, ordinance, building code, rule and regulation. The Prime Contractor shall assume full responsibility for conformance with such requirements and shall bear the cost of any and all corrections or Project delays arising from any failure to so comply.

3.6.4 Payment. The Prime Contractor shall initiate and pursue the application process for obtaining all permits and licenses (including all required District signatures) necessary for the prosecution of the Work, including utility fees. District will reimburse Prime Contractor the actual documented cost of such permits and fees, with no overhead or profit added. No reimbursement will be allowed for fees associated with City or County business licenses, disposals, trucking, *et cetera*.

Section 3.7 LABOR COMPLIANCE PROGRAM

3.7.1 Contractor/Subcontractor Registration. A Contractor or Subcontractor shall not be qualified to bid on, be listed on a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5, except under the limited circumstances set forth in Labor Code section 1771.1(a). This requirement shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work awarded on or after April 1, 2015. The District may not accept a bid or enter into a contract for a public works project with an unregistered contractor.

3.7.2 Compliance Monitoring and Enforcement. Pursuant to Labor Code section 1771.4, this Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and Subcontractor performing work on the Project shall be required to comply with the provisions of the California Labor Code, beginning with section 1720, and the regulations of the Department of Industrial Relations' Division of Labor Standards Enforcement (i.e., the Labor Commissioner), including, but not limited to, the standard provisions requiring payment of prevailing wages, maintenance and submission of certified payroll records, and the hiring of apprentices as appropriate. Unless otherwise specified, the Contractor shall be required to post job site notices regarding the requirements of this paragraph, as prescribed by regulation. For all new public works projects awarded on or after April 1, 2015, Contractor and each Subcontractor shall be required to furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner at least monthly, or more frequently if specified in the Contract Documents, and in a format prescribed by the Labor Commissioner. This requirement shall apply to all projects, whether new or ongoing, on or after January 1, 2016.

3.7.3 Posting. Contractor shall be required to post a notice at the Project site in accordance with Title 8 of the California Code of Regulations, Section 16451.

Section 3.8 ABATEMENT SPECIFICATIONS

If applicable, Specifications for abatement of hazardous materials are set forth in the Special Conditions.

Section 3.9 DOCUMENTS AND SAMPLES AT THE PROJECT SITE

The Prime Contractor shall maintain at the Project Site for the District one current copy of the Uniform Building Code, Titles 19, 21 and 24 of the California Code of Regulations and one record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Prime Contractor shall maintain at the Project Site approved Shop Drawings, Product Data, Samples, and similar required submittals. These documents shall be available to the Architect or Construction Manager and shall be delivered to the Architect or Construction Manager for delivery to the District upon completion of the Work.

Section 3.10 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.10.1 Submittals Defined.

3.10.1.1 *Shop Drawings.* The term "shop drawings" as used herein means drawings, diagrams, schedules, and other data, which are prepared by Prime Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer's standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings

and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and their position conform to the requirements of the Contract Documents. The Prime Contractor shall obtain and submit with shop drawings all seismic and other calculations and all product data from equipment manufacturers. "Product data" as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Prime Contractor to illustrate a material, product, or system for some portion of the Work. As used herein, the term "manufactured" applies to standard units usually mass-produced, and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining Work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

3.10.1.2 *Samples*. The term "samples" as used herein are physical examples furnished by Prime Contractor to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Architect to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, *et cetera*, proposed by the Prime Contractor conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.

3.10.1.3 *Prime Contractor's Responsibilities*. Prime Contractor shall obtain and shall submit all required shop drawings, samples, *et cetera*, in accordance with Prime Contractor's "Schedule for Submission of Shop Drawings and Samples" as required in the Specifications with such promptness as to cause no delay in its own Work or in that of any other Prime Contractor or Subcontractor but in no event later than thirty (30) days after Notice of Award. No extensions of time shall be granted to Prime Contractor or any Subcontractor because of its failure to have shop drawings and samples submitted in accordance with the schedule. Each Subcontractor shall submit all shop drawings, samples, and manufacturer's descriptive data for the review of the District, the Prime Contractor, Construction Manager and the Architect through the Prime Contractor. By submitting shop drawings, product data, samples, *et cetera*, the Prime Contractor represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents, including the Construction Schedule. The submission of the shop drawings, product data, samples, *et cetera*, shall not deviate from the requirements of the Contract Documents including detailing and design intent which is specifically outlined in Contract Documents except as specifically authorized by the Construction Manager or the Architect or through an accepted substitution pursuant to Subsection 3.10.4. All deviations from the Contract Documents shall be narratively described in a transmittal accompanying the shop drawings. However, shop drawings shall not be used as a means of requesting a substitution, the procedure for which is defined in Subsection 3.10.4, "Substitutions." Review by District, Construction Manager and Architect shall not relieve the Prime Contractor or any Subcontractor

from its responsibility in preparing and submitting proper shop drawings in accordance with the Contract Documents. Any submission, which in Architect's opinion is incomplete, contains errors, or has been checked superficially will be returned unreviewed by the Architect for resubmission by the Prime Contractor. Prime Contractor shall stamp, sign, and date each submittal indicating its representation that the submittal meets all of the requirements of the Contract Documents and evidence Prime Contractor's review through execution of the following stamp to be placed on each shop drawing:

> "The Prime Contractor has reviewed and approved the field dimensions and the construction criteria, and has also made written notation regarding any information in the shop drawings that does not conform to the Contract Documents. This shop drawing has been coordinated with all other shop drawings received to date by Prime Contractor and this duty of coordination has not been delegated to subcontractors, material suppliers, the Construction Manager, the Architect on this Project.
>
> _____
>
> Signature of Prime Contractor and Date"

3.10.1.4 *Extent of Review*. In reviewing shop drawings, the Architect will not verify dimensions and field conditions. The Architect will review and approve shop drawings, product data, samples, *et cetera*, for aesthetics and for conformance with the design concept of the Work and the information in the Contract Documents. The Architect's review shall neither be construed as a complete check which relieves the Prime Contractor or any Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Prime Contractor has, in writing, called the Architect's attention to the deviations at the time of submission. The Architect's review shall not relieve the Prime Contractor or any Subcontractor from responsibility for errors of any sort in shop drawings or schedules, for proper fitting of the Work, coordination of the differing Subcontractor trades and shop drawings and Work which is not indicated on the shop drawings at the time of submission of shop drawings. Prime Contractor and Subcontractors shall be solely responsible for any quantities which may be shown on the submittals or Contract Documents.

3.10.2 Drawing Submission Procedure.

3.10.2.1 *Transmittal Letter and Other Requirements*. All shop drawings must be properly identified with the name of the Project and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and to the Specification Section number for identification of each item clearly stating in narrative form, as well as "clouding" on the submissions, all qualifications, departures, or deviations from the Contract Documents. Shop drawings, for each section of the Work shall be numbered

consecutively and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Prime Contractor. Each drawing shall have a clear space for the stamps of Architect and Prime Contractor.

3.10.2.2 *Copies Required*. Each submittal shall be provided electronically as required to the Construction Manager who will post them to the project files so that all parties have access. Submittals shall include drawings or schedules, tables, cut sheets, *et cetera*, including fabrication, erection, layout and setting drawings, and such other drawings as required under the various Sections of the Specifications, until final acceptance thereof is obtained. Prime Contractor shall submit: (1) manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; (2) wiring diagrams and controls; (3) schedules; (4) all seismic calculations and other calculations; and (5) other pertinent information as required by the District or Architect.

3.10.2.3 *Corrections*. The Prime Contractor shall make all corrections required by Architect and shall resubmit, as required by Architect, corrected shop drawings or new samples until approved. Prime Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required submittals of shop drawings, product data, or samples are subject to charge to the Prime Contractor pursuant to Section 4.4.

3.10.2.4 *Approval Prior to Commencement of Work*. No portion of the Work requiring a shop drawing or sample submission or other submittal shall be commenced until the submission has been reviewed by Prime Contractor and Architect and approved by Architect unless specifically directed in writing by the Architect. All such portions of the Work shall be in accordance with approved shop drawings and samples. Upon approval by the Architect, the Contractor shall provide two printed copies of the approved documents for use by the Construction Manager and the Inspector on site and any other copies needed on site for the Contractor and its Subcontractors to implement the approved products and procedures.

3.10.3 Sample Submissions Procedure.

3.10.3.1 *Samples Required*. In case a considerable range of color, graining, texture, or other characteristics are anticipated in finished products, a sufficient number of samples of the specified materials shall be furnished by the Prime Contractor to indicate the full range of characteristics which will be present in the finished products; and products delivered or erected without submittal and approval of a full range of samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various Sections of the Specifications, the Prime Contractor shall submit samples in duplicate. All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Project, the purpose for which the samples are submitted and the date, and shall be accompanied by a letter of transmittal containing similar information, together with the Specification Section number. Each tag or sticker shall have clear space for the review stamps of Prime Contractor and Architect.

3.10.3.2 *Labels and Instructions*. Each sample of materials shall be supplied with the manufacturer's descriptive labels and application instructions.

3.10.3.3 *Architect's Review*. The Architect will review and, if appropriate, approve submissions and will return them to the Prime Contractor with the Architect's stamp and signature applied thereto, indicating the timing for review and appropriate action in compliance with the Architect's (or District's) standard procedures.

3.10.3.4 *Record Drawings and Annotated Specifications*. The Prime Contractor shall prepare and maintain on a current basis an accurate and complete set of Record Drawings clearly showing all changes, revisions to Specifications and substitutions during construction, including, without limitation, field changes and the final location of all electrical and mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features, and Annotated Specifications showing clearly all changes, revisions, and substitutions during construction. A copy of such Record Drawings and Annotated Specifications shall be delivered to District in accordance with the Prime Contractor's approved Construction Schedule. In case a Specification allows Prime Contractor to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Prime Contractor has furnished. The Prime Contractor shall update the Record Drawings and Annotated Specifications as often as necessary to keep them current, but no less often than weekly. The Record Drawings and Annotated Specifications shall be kept at the Project Site and available for review and inspection by the District, the Construction Manager and the Architect. On completion of the Work and prior to Application for Final Payment, the Prime Contractor shall provide three (3) complete sets of Record Drawings and Annotated Specifications to the District, certifying them to be a complete and accurate reflection of the actual construction conditions of the Work.

3.10.3.5 *Equipment Manuals*. Prime Contractor shall obtain and furnish three (3) complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract Documents and any additional data specifically requested under the various Sections of the Specifications for each division of the Work. The manuals shall be arranged in logical, sequential order, labeled, indexed, and placed in white-colored three-ring binders. The binders shall be tabbed and labeled on the spine with the project Title and bid number assigned. The binders shall also contain Subcontractor and vendor contact information. Upon completion of the Work, the Prime Contractor shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work. Prior to submittal of its Application for Final Payment, and as an additional condition to the approval by the Architect of the Application for Final Payment, the Prime Contractor shall deliver the binders, arranged in logical, sequential order, labeled, indexed, endorsed, to the Construction Manager, who shall review them for completeness, and submit them to the District through the Architect.

3.10.3.6 *District's Property*. All shop drawings, computer disks, annotated Specifications, samples and other submittals shall become the District's property upon receipt by the District or Architect.

3.10.4 Substitutions.

3.10.4.1 *One Product Specified*. Unless the Specifications state that no substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of 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 description of the material, process, or article desired and shall be deemed to be followed by the words "or equal." Unless the Contract Documents provide otherwise, the Prime Contractor, to the extent provided in Section 3.10.4.3, may offer in place of any item specified in the Drawings or other Contract Documents ("Specified Item") any material, process, article, *et cetera* that the Prime Contractor can demonstrate is materially equal or better in every respect to the Specified Item and that will completely accomplish the purpose of the Contract Documents.

3.10.4.2 *Commercially Unavailable Products*. If the Prime Contractor failed to request substitutions for products prior to the submission of its bid, and such products subsequently become commercially unavailable, the Prime Contractor may request a substitution for such commercially unavailable item. The decision to grant any such request is solely at the District's discretion. The written approval of the District, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. The District may condition its approval of the substitution upon the delivery to District of an extended warranty or other assurances of adequate performance of the substitution as well as an equitable deduction in the Contract Price should the substituted item cost less than the Specified Item. The requesting party shall bear all risks of delay due to the approval of a requested substitution by the DSA or any other governmental agency having jurisdiction. All additional costs, all procurement and construction delays, and all costs for review by the Architect or its consultants shall be the responsibility of the Prime Contractor and shall be deducted from Prime Contractor's pay request.

3.10.4.3 *Request Form and Procedures*. A request for substitution of a product, material or process in place of a Specified Item must in writing on the District's Substitution Request Form ("Request Form"). Substitution requests made prior to the Prime Contractor submitting its bid for the Project shall be made in accordance with the procedures described in the Instructions for Bidders. Substitution requests made after the Prime Contractor submitted its bid may be made only in accordance with Subsection 3.10.4.2.

3.10.4.4 *Substantiating Data*. With its Request Form, a bidder must submit all documents relevant to whether the proposed substitution will or will not:

(i) be equal to or better than the Specified Item with respect to quality and serviceability;

(ii) entail no changes in detail, construction, and scheduling of related Work;

(iii) be acceptable considering the required design and artistic effect;

(iv) provide any cost disadvantage to the District;

(v) require any excessive or more expensive maintenance, including adequacy and availability of replacement parts; and

(vi) require any change of the Construction Schedule.

The documentation submitted must include any and all illustrations, specifications, and other data relevant to the request. Without limiting the generality of the foregoing, such documentation must include: (1) catalog and other information that describes the proposed substitute item and substantiates that it is equal or better in all material respects than the Specified Item; (2) a statement of the cost implications of the proposed substitute item, stating whether and why the substitution will reduce or increase the Contract Price; and (3) information regarding the durability and life cycle cost of the proposed substituted item. Such documentation also must include a signed affidavit from the Prime Contractor stating that the proposed substitute item is equal to or better than the Specified Item in all material respects. The District may reject a request for substitution that does not include the required affidavit and all substantiating data reasonably necessary for the District to determine whether to grant the substitution request. The District may at any time request that the Prime Contractor provide additional information relevant to any substitution request. If the Prime Contractor intentionally or negligently omits information relevant to the District's determination and such information is adverse to a finding of equality, the Prime Contractor will have breached its obligations pursuant to the Contract.

3.10.4.5 *District Determination*. After the District receives all evidence that the Prime Contractor intends will substantiate a request for substitution, the District will determine whether to grant the request for substitution. The decision whether a proposed substitution is equal to or better than a Specified Item shall be at the sole discretion of the District, after consultation with the Architect and the Construction Manager as applicable.

If the District denies the request for substitution of a Specified Item, the Prime Contractor shall provide the Specified Item without any additional cost or charge to the District.

If the District grants a request for substitution of a Specified Item, the substitution shall be documented and processed by means of a Change Order. The District may condition its approval of any substitution upon delivery to the District of an extended warranty or other assurances of adequate performance of the substitution. Any and all risks of delay due to approval by the DSA or any other governmental agency having jurisdiction shall be on the bidder.

If the District approves a proposed substitution, the Prime Contractor shall pay for all engineering and design services, including, without limitation, compensation to the Architect and affected engineers for their required time to process such substitution through the DSA, if required, and to make all changes and adjustments in materials or the Work of all trades directly or indirectly affected by the substituted item or items at no cost to the District.

3.10.5 List of Manufacturers and Products Required. The Prime Contractor shall require that, within fifteen (15) days of the date of execution of its subcontract, each Subcontractor prepare and submit to the Prime Contractor a comprehensive list of the manufacturers and products proposed for the Project, including information on materials, equipment, and fixtures required by the Contract Documents, as may be required for the Prime Contractor's or Architect's approval. Approval of the list of products shall not be construed as a substitute for the shop drawings, manufacturer's descriptive data, and samples, required by the Contract Documents, but rather shall be considered as a base from which more detailed submittals shall be developed for final review by the Prime Contractor and the Architect.

3.10.6 Deferred Approvals. Deferred approvals shall be submitted and processed pursuant to the requirements of Division 01 of the Specifications (Prime Contractor to verify). All deferred approvals shall be prepared by Prime Contractor or Prime Contractor's agent early enough so as to not delay the Project. Prime Contractor is aware that Title 21 California Code of Regulations Section 17(g) and Title 24 California Code of Regulations Section 4-317 have specific requirements for deferred approval as to governing agencies and as to the Architect for the Project. As a result, the Prime Contractor shall be solely responsible for any delay associated with the time for approval by applicable agencies, the Architect or Architect's consultants.

Section 3.11 INTEGRATION OF WORK

3.11.1 Scope. The Prime Contractor shall be responsible for cutting, fitting, or patching to complete the Work and to make all parts fit together properly. Prime Contractor shall be responsible for ensuring that all trades are coordinated and scheduled so as to ensure the timely and proper execution of the Work. When modifying existing Work or installing new Work adjacent to existing Work, Prime Contractor shall match, as closely as conditions at the Project Site and materials will allow, the finishes, textures, and colors of the original Work, refinishing existing Work at no additional cost to District. All cost caused by defective or ill-timed Work shall be borne by Prime Contractor. Prime Contractor shall be solely responsible for protecting existing Work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.

3.11.2 Structural Members. New or existing structural members and elements, including reinforcing bars and seismic bracing, shall not be cut, bored, or drilled except by written authority of the Architect. Work done contrary to such authority is at the Prime Contractor's risk and subject to replacement at its own expense without reimbursement under the Contract. The Prime Contractor shall be solely responsible for any delay associated with approval by applicable agencies, the Architect or Architect's consultants of any unauthorized Work.

3.11.3 Subsequent Removal. Permission to patch any areas or items of the Work shall not constitute a waiver of the District's or the Architect's right to require complete removal and replacement of the areas of items of the Work if, in the opinion of the Architect or the District, the patching does not satisfactorily restore quality and appearance of the Work or does not otherwise conform to the Contract Documents.

Section 3.12 CLEANING UP

Prime Contractor at all times shall keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. Prime Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Should trash and debris become an identified hazard to students and staff, the Prime Contractor shall immediately remove such a hazard, after written notice from the Construction Manager. Upon failure to remove said hazard within 48 hours of written notice, The District will remove said hazard and issue a deductive change order to the Prime Contractor for the cost to perform such Work.

Prime Contractor shall remove rubbish and debris resulting from the Work on a daily basis. Prime Contractor shall maintain the structures and the Project Site in a clean and orderly condition at all times until acceptance of the Project by the District. Prime Contractor shall keep its access driveways and adjacent streets, sidewalks, gutters and drains free of rubbish, debris and excess water by cleaning and removal each day.

Section 3.13 ACCESS TO WORK

The Prime Contractor shall provide the District, the Construction Manager, the Architect, and the Project Inspector access to the Work in preparation and progress wherever located. Prime Contractor shall provide safe and proper facilities for such access so that District's representatives may perform their functions.

Section 3.14 ROYALTIES AND PATENTS

3.14.1 Payment and Indemnity for Infringement. Prime Contractor shall hold and save the District, Construction Manager and their respective officers, agents, and employees, the Architect, and the Architect's consultants harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the District, unless otherwise specifically provided in the Contract Documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of the District, the Construction Manager, the Architect, or the Architect's consultants.

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

Section 3.15 INDEMNIFICATION

3.15.1 Indemnification of District. Prime Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager, Project Inspector, the State of California and their officers, employees, agents and independent contractors (each a "District Indemnitee")

from all claims, demands, actions, liens, judgments, damages, losses, costs or expenses (including, without limitation, attorneys' fees), or other liabilities of any nature: (I) arising from death, personal injury or property damage that occurs in connection with the performance of the Work by the Prime Contractor or its Subcontractors; or (ii) arising from any act, omission, or breach by the Prime Contractor or any of its officers, employees, agents and Subcontractors in connection with the Work or performance of the Contract by the Prime Contractor or its Subcontractors. The foregoing shall include, without limitation, all claims, demands, actions, liens, judgments, damages, losses, costs or expenses, or other liabilities incurred by reason of:

(i) Liability for (a) death or bodily injury to persons; (b) damage or injury to, loss (including theft), or loss of use of, any property; (c) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (d) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in the Contract Documents.

(ii) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Prime Contractor or any person, firm or corporation employed by Prime 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 District, arising out of or in any way connected with Work covered by the Contract Documents, whether said injury or damage occurs either on or off District property.

(iii) Any dispute between Prime Contractor and any Subcontractor, supplier, surety or other party, including, without limitation, any failure or alleged failure of the Prime Contractor (or any person hired or employed directly or indirectly by the Prime Contractor) to pay any Subcontractor or material suppliers of any tier or any other person employed in connection with the Work and/or filing of any stop payment notice or mechanic's lien claims.

(iv) Breach of any warranty, express or implied.

(v) Failure of the Prime Contractor or its Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement.

(vi) Products installed in or used in connection with the Work.

3.15.2 Defense of District. Prime Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings within the scope of Subsection 3.15.1 that may be brought or instituted against any District Indemnitee, and shall pay or satisfy any judgment that may be rendered against any such District Indemnitee in any such action, suit or other proceedings. Any defense of the District shall be by competent and experienced legal counsel reasonably satisfactory to the District, but selected, retained and compensated by the Prime Contractor.

3.15.3 Limitation on Prime Contractor Liability. Notwithstanding anything to the contrary, the Prime Contractor shall not be responsible pursuant to this Section 3.15 to the extent a claim, demand, action, lien, judgment, damage, loss, cost or expense, or other liability is the result of the active negligence or willful misconduct of the District.

3.15.4 Subcontractor Indemnification of District. Prime Contractor shall ensure that its contract with each Subcontractor contains provisions requiring the Subcontractor to defend, indemnify and hold harmless the District Indemnitees to the same extent as set forth in this Section.

Section 3.16 RULES OF CONDUCT

3.16.1 Personal Behavior. Each person performing any of the Work or present on the Project Site, whether employed by Prime Contractor, any Subcontractor, Architect, engineer, Construction Manager, or other party, when on or at the Project Site, shall adhere to the following rules of conduct:

(i) Professional and courteous conduct is expected and shall be displayed at all times.

(ii) Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.

(iii) The use of profanity and/or disparaging language shall not be tolerated.

(iv) Employees of the Prime Contractor and all Subcontractors will be issued a badge by the District or designee, as an individual means of identification. The badge is to be worn at all times while on the District's property. The badge shall be visibly noticeable and located on the front of the individual's shirt. All badges are required to be returned to the District or designee at the completion of the project as part of the final pay application requirements.

(v) Employees of the Prime Contractor and all Subcontractors shall remain in the immediate vicinity of his/her Work and shall not stray to other areas of the property that do not involve their company's scope of Work. All restroom facilities, including student and staff, are not to be used. The Prime Contractor is responsible for mobilizing to the Project Site its own portable restroom.

(vi) All Prime Contractor and all Subcontractors vehicles must be parked each day in the designated area prior to the start of the school day and removed after the end of the school day. If for some unforeseen reason a vehicle needs to be removed during school hours, the vehicle shall have lights and flashers engaged, and a "spotter," provided by the Prime Contractor and/or Subcontractor, leading the vehicle off of the District's property. At no time shall the vehicle exceed 5 mph.

(vii) Each prime contractor shall provide and coordinate with the District's Construction Manager all traffic and pedestrian control for Contractor's own operations, including that of suppliers. Any special permits for this requirement will be the contractor's responsibility.

(viii) Each prime contractor shall budget a minimum of five man hours per week for site cleanup for the duration of the project, whether work is being performed or not.

(ix) The District's property is a drug-free workplace. This policy shall be strictly enforced.

(x) Alcoholic beverages are prohibited from being brought on or consumed on any portion of the District's property.

(xi) The use of any tobacco products on the District's property is strictly prohibited.

(xii) Any lewd, obscene or otherwise indecent acts, words, or behavior by any employee of the Prime Contractor or any Subcontractor shall not be tolerated.

(xiii) Employees of the Prime Contractor and all Subcontractors shall conform to a dress code whereby no clothing that contains violent, suggestive, derogatory, obscene, or racially based material may be worn. This interpretation will be made by the District or designee. Garments, accessories or personal grooming artifacts with slogans, graphics, or pictures promoting drugs, alcohol, tobacco, or any other controlled substances that are prohibited to minors shall not be allowed. Tank top/midriff shirts and shorts of any kind are not allowed while on the District's property.

3.16.2 Communications. The Prime Contractor and all Subcontractors are responsible for their own means of communication including, but not limited to, telephone, cell phone, and fax machine. At no time are the District's communication systems to be used.

3.16.3 Vehicles. All Prime Contractor and Subcontractors' personal vehicles, work vehicles and equipment are the responsibility of the individual owner and/or his or her company. Any damage that occurs to the vehicles and/or equipment while on the District's property is not the responsibility of the District and, therefore, any claims for damages will not be acknowledged.

3.16.4 Access to Project Site. Only personnel working on the Project will be allowed to enter the Project Site. No transient vendors, portable food service entities or others will be allowed to enter the campuses.

3.16.5 Not Exclusive Requirements. The rules of conduct set forth in this Section 3.16 are in addition to any other such requirements set forth elsewhere in the Contract Documents.

3.16.6 Non-Compliance. If any person at or on the Project Site by reason of the Prime Contractor or any of its Subcontractors fails to comply with any of the rules of conduct set forth in this Section 3.16 or elsewhere in the Contract Documents, upon direction by the District, the Prime Contractor shall immediately remove such person from the Project Site, and such person may not return to the Project Site without the express written consent of the District. The Prime Contractor's failure to comply with these provisions shall be deemed a breach of its obligations pursuant to the Contract.

PART 4
ADMINISTRATION OF THE CONTRACT

Section 4.1 ADMINISTRATORS

4.1.1 Architect. The Architect will be a District representative during all phases of the planning, design, bidding, construction and close-out of the Project. The Architect is charged with general observation of the Work and interpretation of the Contract Documents, as well as other duties set forth in the agreement between the District and the Architect. The Architect will advise the District regarding compliance with the Contract Documents and is authorized to stop the Work as the Architect determines necessary. Communications from the District to bidders prior to award of a contract for the Project may be directed through the Architect.

4.1.2 Construction Manager. If so indicated in the Special Conditions, the District has contracted for construction management services to be provided by the Construction Manager.

4.1.2.1 *District Representative.* The Construction Manager will be a District representative during all phases of the bidding, construction and close-out of the Project. The Construction Manager will advise and consult with the District. All communications from the Prime Contractor to the District or the Architect shall be directed through the Construction Manager. All communications to the Prime Contractor from the District or the Architect shall be directed through the Construction Manager except as determined by the District or as set forth in the District's agreements with the Construction Manager and/or the Architect.

4.1.2.2 *Construction Manager Access.* The Construction Manager shall at all times have access to the Work wherever it is in preparation and progress, whether on-site or off-site. The Prime Contractor shall provide facilities for such access so that the Construction Manager may perform its functions under the Contract Documents.

4.1.2.3 *Construction Manager Responsibilities.* The Construction Manager, under the direction of the District and in cooperation with the Architect, shall provide services in accordance with the agreement between the District and the Construction Manager, which services may include, but are not limited to:

(i) Administrative, management and related services as required to coordinate the Work of the Prime Contractor with the work of any other contractors and with the activities and responsibilities of the Construction Manager, the District and the Architect, in efforts to ensure completion of the Project in accordance with the District's objectives for cost, time and quality.

(ii) Scheduling and conducting pre-construction, construction, and progress meetings to discuss such matters as procedures, progress problems and scheduling.

(iii) Determining whether the Work of the Prime Contractor is being performed in accordance with the requirements of the Contract Documents and endeavoring to guard against defects and deficiencies in the Work.

(iv) Informing the District and the Architect of Work believed not to conform to Contract Documents.

(v) Making recommendations to the Architect regarding any special inspection or testing of any Work that does not conform to the Contract Documents, whether or not such Work is then fabricated, installed or completed.

(vi) Consulting with the Architect and District if the Prime Contractor requests interpretations of the meaning and intent of the Drawings and Specifications, and assisting in the resolution of questions that may arise.

(vii) Receiving Certificates of Insurance from the Prime Contractor and its Subcontractors, and forwarding them to the District.

(viii) In collaboration with the Architect, establishing and implementing procedures for expediting the processing and approval of shop drawings, product data, samples and other submittals.

(ix) Receiving and reviewing all shop drawings, product data, samples and other submittals; coordinating those submittals with information contained in related documents; and transmitting the same to the Architect for review and approval.

(x) Preparing, maintaining and monitoring the Project schedule and all critical path items.

(xi) Ensuring Project Site clean-up and providing and removing temporary utilities, fencing, barricades, planking, sanitary facilities and similar temporary facilities on the Project Site.

4.1.2.4 *Construction Manager Authority.* In addition to any authority the Architect may have, the Construction Manager has the authority to reject Work that does not conform to the Contract Documents, and to require special inspection or testing. Whenever, in the Construction Manager's opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Construction Manager may require special inspection or testing of the Work whether or not such Work is then fabricated, installed or completed. The Construction Manager has the authority to suspend or stop the Work, in whole or in part, if the Prime Contractor fails to correct defective Work as required or fails to carry out the Work or to supply a sufficient amount of skilled labor or suitable materials or equipment in such a way that assures that the Work will be completed in accordance with the Contract Documents. The Construction Manager also has the authority to suspend the Work, in whole or in part, for such periods as the Construction Manager may deem necessary to coordinate the Work with the Work of the District or separate contractors or for conditions considered unfavorable for the suitable prosecution of the Work. The Prime Contractor and each of its Subcontractors shall immediately comply with the orders of the Construction Manager and, if the Work is stopped, shall not resume the Work until ordered by the Construction Manager.

4.1.2.5 *Limitations on Authority and Responsibility.* The District must approve all Change Orders, and the Construction Manager is not authorized to amend any of the Contract Documents or order any change to the Work if the change would require a Change Order. In no event shall the Construction Manager be responsible for constructions means, methods, techniques, and procedures employed by the Prime Contractor in the performance of the Contract, and the Construction Manager shall not be responsible for the failure of the Prime Contractor to carry out Work in accordance with the Contract Documents.

4.1.3 Project Inspector. The Project Inspector(s) employed by the District and approved by the Division of the State Architect shall provide continuous observation of the Work as described in more detail in Section 4.3 of these General Conditions.

4.1.4 Replacement Representatives. If the District terminates the Architect or Construction Manager, the District may appoint a replacement to perform the functions of the terminated professional. The status of the replacement Architect or Construction Manager under the Contract Documents shall be the same as that of the former Architect or Construction Manager.

Section 4.2 <u>ADMINISTRATION OF THE CONTRACT</u>

4.2.1 Status. Pursuant to Title 24 and Title 21 of the California Code of Regulations and as required pursuant to the Field Act, Education Code 17280 *et seq.* the Construction Manager and the Architect will provide administration of the Contract Documents and the Work, and will be the District's representative during construction, as well as during the two (2) year period following the commencement of any warranties. The Construction Manager and the Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents.

4.2.2 Architect's Site Visits. The Architect will visit the Project Site at intervals necessary in the judgment of the Architect to become generally familiar with the progress and quality of the Work and to determine in general if the Work is being performed in accordance with the Contract Documents.

4.2.3 Limitations of Construction Responsibility. The Architect or Construction Manager shall not have control over, charge of, or be responsible for construction means, methods, techniques, procedures, fabrication, procurement, shipment, delivery, receipt, installation, or for safety precautions and programs in connection with the Work, since these are solely the Prime Contractor's responsibility under the Contract Documents. The Architect or Construction Manager shall not be responsible for the Prime Contractor's, Subcontractors', material or equipment suppliers', or any other person's failure to carry out the Work in accordance with the Contract Documents. The Architect or Construction Manager shall not have control over or charge of acts or omissions of the Prime Contractor, Subcontractors, their agents or employees, or any other persons or entities performing or supplying portions of the Work. The Prime Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect or Construction Manager in the Architect or Construction Manager's administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons other than the Prime Contractor.

4.2.4 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications are warranted by special circumstances, the District and the Prime Contractor shall communicate through the Construction Manager. Where direct communication is necessary between the District and the Prime Contractor, the District's communication shall be through the District's authorized designee. The Construction Manager shall be promptly informed, and shall receive copies of all written communications. Prime Contractor shall not rely upon any communication from the District that is not from the District's authorized designee. Communications by and with the Architect's consultants shall be through the Construction Manager. Communications by and with Subcontractors and material or equipment suppliers shall be through the Prime Contractor.

4.2.5 Payment Applications. The Construction Manager will review and make recommendations to the District regarding the amounts due the Prime Contractor on the Certificates for Payment pursuant to Part 9 and subject to the Project Inspector's approval and Architect or Construction Manager's observation.

4.2.6 Rejection of Work. In addition to the rights, duties, and obligations of the Project Inspector under this Part, the Architect or Construction Manager may recommend to the District that the District reject Work which does not conform to the Contract Documents. Whenever the Architect or Construction Manager considers it necessary or advisable to achieve the intent of the Contract Documents, the Architect or Construction Manager may recommend to the District that the District require additional inspection or testing of the Work in accordance with Section 13.5, whether or not such Work is fabricated, installed, or completed. However, neither this authority of the Architect or Construction Manager nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the

Architect or Construction Manager to the Prime Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

4.2.7 Warranties Upon Completion. The Architect and Construction Manager, in conjunction with the Project Inspector, will conduct field reviews of the Work to determine the date of completion, shall receive and forward to the District for the District's review and records written warranties and related documents required by the Contract and assembled by the Prime Contractor, and will issue a final Certificate for Payment when the Architect and Construction Manager believe the Work has been completed in compliance with the requirements of the Contract Documents and after receiving and filing the Contractor's DSA form 6. The handling by the Architect or Construction Manager of such warranties, maintenance manuals, or similar documents shall not diminish or transfer to the Architect or Construction Manager any responsibilities or liabilities required by the Contract Documents of the Prime Contractor or other entities, parties, or persons performing or supplying the Work.

The Construction Manager and the Architect will conduct a field review of the Prime Contractor's comprehensive list of items to be completed or corrected (final punch-list) and one (1) follow-up field review if required. The cost incurred by the District for further field reviews or the preparation of further punch-lists by the Architect or Construction Manager shall be invoiced to the Prime Contractor and deducted from the final payment.

4.2.8 Interpretation. The Architect will interpret and decide matters concerning performance and requirements of the Contract Documents. The Architect's decision in such matters is final for the purpose of the Prime Contractor proceeding with the Work.

4.2.9 Additional Instructions.

4.2.9.1 *Typical Parts and Sections*. Whenever typical parts or sections of the Work are completely detailed on the Drawings, and other parts or sections which are essentially of the same construction are shown in outline only, the complete details shall apply to the Work which is shown in outline.

4.2.9.2 *Dimensions*. Dimensions of Work shall not be determined by scale or rule. Figured dimensions shall be followed at all times. If figured dimensions are lacking on Drawings, Architect shall supply them on request. The Architect's decisions on matters relating to aesthetic effect will be final.

Section 4.3 PROJECT INSPECTOR

4.3.1 General. One or more Project Inspectors employed by the District and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Project Inspector(s) duties are as specifically defined in Title 24.

4.3.2 Project Inspector's Duties. All Work shall be under the observation of the Project Inspector. The Project Inspector shall have unlimited access to any or all parts of the Work at any time. The Prime Contractor shall furnish the Project Inspector such information as may be necessary to keep the Project Inspector fully informed regarding progress and manner of Work and character of materials. The Prime Contractor shall forward inspection requests, in writing, forty-eight (48) hours in advance of any required inspections. Such observations shall not, in any way, relieve the Prime Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Prime Contractor's responsibility for providing efficient and capable superintendence. The Project Inspector is not authorized to make changes in the Drawings or Specifications nor shall the Project Inspector's approval of the Work and methods relieve the Prime Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

4.3.3 Project Inspector's Authority to Reject or Stop Work. The Project Inspector shall have the authority to reject Work whenever provisions of the Contract Documents are not being complied with, and Prime Contractor shall instruct its Subcontractors and employees accordingly. In addition, the Project Inspector may stop any Work that poses a probable risk of harm to persons or property. The Prime Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, *et cetera*, accordingly. The absence of any Stop Work order or rejection of any portion of the Work shall not relieve the Prime Contractor from any of its obligations pursuant to the Contract Documents.

4.3.4 Project Inspector's Facilities. The Construction Manager shall provide the Project Inspector with the temporary facilities as required under Division 1 of the Specifications.

4.3.5 Testing Times. 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 Prime Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Prime Contractor to the District to provide inspection and testing as required outside of the normal eight (8) hour day. Prime Contractor shall reimburse District for any additional costs associated with inspection and testing (including re-inspection and re-testing) outside the normal eight-hour day and for any retests caused by the Prime Contractor.

Section 4.4 <u>ADDITIONAL CHARGES FOR PROFESSIONAL SERVICES</u>

If at any time prior to the completion of the requirements under the Contract Documents, the District is required to provide or secure additional professional services for any reason by any act of the Prime Contractor, the Prime Contractor shall be invoiced by the District for any costs incurred for any such additional services, which costs shall be deducted from the next progress payment. Such invoicing shall be independent from any other District remedies and shall not be considered a waiver of any District rights or remedies. As an example, the District's remedy of assessing and collecting liquidated damages shall not preclude the District from obtaining reimbursement from the Prime Contractor and/or Surety for the cost of additional services incurred under this Section. If payments then or thereafter due to the Prime Contractor are not

sufficient to cover such amounts, the Prime Contractor shall pay the difference to the District. Additional services shall include, but shall not be limited to, the following:

(i) Services made necessary by the default of the Prime Contractor.

(ii) Services made necessary due to the defects or deficiencies in the Work of the Prime Contractor.

(iii) Services required by failure of the Prime Contractor to perform according to any provision of the Contract Documents.

(iv) Services in connection with evaluating substitutions of products, materials, equipment, and Subcontractors proposed by the Prime Contractor, and making subsequent revisions to Drawings and Specifications, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available).

(v) Services for evaluating and processing Claims submitted by the Prime Contractor in connection with the Work outside the established Change Order process.

(vi) Services required by the failure of the Prime Contractor to prosecute the Work in a timely manner in compliance within the specified time of completion.

(vii) Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.

(viii) Services in conjunction with more than one (1) re-review of submittals of shop drawings, product data, samples, *et cetera*.

Section 4.5 CLAIMS AND LEGAL PROCEEDINGS

4.5.1 Definition of Claim. A "Claim" means a separate demand by the Prime Contractor for (i) time extension, (ii) payment of money or damages arising from Work done by or on behalf of the Prime Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which the claimant is not otherwise entitled, or (iii) an amount the payment of which is disputed by the District. A Claim involving a request or demand for extension of time may not be filed prior to the Prime Contractor complying with all requirements of Section 8.4 of these General Conditions.

4.5.2 Mandatory Timeline for Filing Claim. The Prime Contractor must submit a Claim within fourteen (14) calendar days of the date the Prime Contractor becomes aware or reasonably should have been aware of any basis for the Claim. If the Prime Contractor fails to submit a Claim within such fourteen (14) day period, the Prime Contractor shall be deemed to have forfeited and waived any and all rights to assert the Claim on any basis, or to initiate and

pursue file any legal action or other proceeding arising from any such basis. In addition, any Claim submitted after the District issues final payment to the Prime Contractor in accordance with the Contract Documents shall be null and void and will be rejected.

FAILURE TO SUBMIT A CLAIM WITHIN THE TIME PERIODS REQUIRED PURSUANT TO THIS ARTICLE SHALL RESULT IN FORFEITURE AND WAIVER BY THE PRIME CONTRACTOR OF ANY AND ALL RIGHTS TO ASSERT THE CLAIM ON ANY BASIS OR TO INITIATE AND PURSUE ANY LEGAL ACTION OR OTHER PROCEEDING RELATED THERETO.

4.5.3 Claim Format. Each Claim shall be set forth in the format and with the supporting documentation described as follows:

(I) A cover letter including a summary of the factual basis for the Claim, the amount of the Claim, and a summary of the basis for the Claim, including the specific clause and Section under the Contract relevant to the Claim;

(ii) An attachment to the cover letter setting forth detailed analyses, justifications, arguments and legal authorities supporting the Claim, with cross-references to documents submitted in support of the Claim; and

(iii) All documents relevant to and/or supporting the Claim, including, by way of example and not as a limitation, any Specifications, Drawings, response to a Request for Interpretation, analysis of Claim cost, analysis of the affect on the critical path, a chronology of events and related correspondence, and/or daily reports and logs.

4.5.4 Mandatory Certification of Claim.

4.5.4.1 *Submission with Claim.* The Prime Contractor must certify each Claim, in writing, by submitting the certification described in this Subsection 4.5.4 with the Claim. Such certification is a required element of each Claim and, if the Prime Contractor fails to submit the required certification, the Prime Contractor shall be deemed to have forfeited and waived any and all rights to assert the Claim on any basis, or to initiate and pursue file any legal action or other proceeding arising from any such basis.

FAILURE TO CERTIFY A CLAIM IN ACCORDANCE WITH THIS ARTICLE SHALL RESULT IN FORFEITURE AND WAIVER BY THE PRIME CONTRACTOR OF ANY AND ALL RIGHTS TO ASSERT THE CLAIM ON ANY BASIS OR TO INITIATE AND PURSUE ANY LEGAL ACTION OR OTHER PROCEEDING ARISING THEREFROM.

4.5.4.2 *Content of Certification.* The certification to be submitted with each Claim must be in writing and must certify under penalty of perjury that:

(i) The Prime Contractor has reviewed the Claim and it is filed in good faith;

(ii) Supporting data are accurate and complete to the best of the Prime Contractor's knowledge and belief;

(iii) The amount of the Claim accurately reflects, to the best of the Prime Contractor's knowledge and belief, the amount for which the District is liable; and

(iv) The Prime Contractor is familiar with Government Code Sections 12650 *et seq.* and Penal Code Section 72 relating to false and fraudulent claims, and is aware that such claims may lead to substantial fines and/or imprisonment.

4.5.4.3 *Execution of Certification.* The Prime Contractor's authorized representative (determined as provided in Section 12 of the Instructions for Bidders) must sign the certification under penalty of perjury and have such signature notarized.

4.5.5 Submitting the Claim. After being prepared and certified in accordance with this Section 4.5, Claims must be delivered to the District, with copies thereof sent to the Architect and the Construction Manager, via personal delivery (signature of receiving person requested) or certified or registered U.S. Mail (postage pre-paid and signature of receiving person requested).

4.5.6 Claims for $375,000 or Less. Each Claim within the scope of Public Contract Code Section 20104(b)(2) and for an amount less than or equal to $375,000 shall be resolved in accordance with the procedures set forth in Public Contract Code Section 20104 *et seq*. ("PCC Claims Procedures"), as those may be amended from time to time, and the PCC Claims Procedures are incorporated herein by this reference. In summary, the PCC Claims Procedures specify requirements and procedures for filing a claim, for requesting additional information, and for responding to the claim, as well as for disputing the response to the claim. Different timelines and procedures apply for claims of less than $50,000 and for claims of $50,000 to $375,000. In addition, the PCC Claims Procedures specify requirements for civil actions filed to resolve claims. The PCC Claims Procedures do not apply to tort claims or alter time periods for filing of tort claims in accordance with the Government Code. For additional information, the Prime Contractor shall refer to Public Contract Code Section 20104 *et seq*.

NOTHING IN THIS SUBSECTION 4.5.6 OR IN THE PCC CLAIMS PROCEDURES SHALL BE DEEMED OR CONSTRUED TO SUPERSEDE THE REQUIREMENTS OF SUBSECTIONS 4.5.2, 4.5.3, 4.5.4, OR 4.5.5 OF THESE GENERAL CONDITIONS, WHICH REMAIN APPLICABLE TO EACH AND EVERY CLAIM ARISING FROM THE WORK OR RELATING TO THE CONTRACT.

4.5.7 Additional Information Relevant to Claim. Except as expressly limited by the PCC Claims Procedures when those are applicable, at all times that a Claim is pending, the District, Architect or Construction Manager may request that the Prime Contractor provide additional information relevant to the Claim that the District reasonably believes is necessary or convenient for analysis or evaluation of the Claim. The Prime Contractor shall provide such additional information within fourteen (14) days of receiving the District's request, and any time

period in which the District is to respond to the Claim shall be extended by the amount of time required for the Prime Contractor to provide the requested information.

4.5.8 Initial Review of Claim. Except as expressly limited by the PCC Claims Procedures when those are applicable, the Architect and Construction Manager will review each Claim and take one or more of the following preliminary actions within twenty (20) days of receipt of the Claim: (I) request additional information; (ii) if necessary due to the complexity and/or number of issues, provide a schedule indicating when the Architect and Construction Manager expect to take action; (iii) recommend that the District reject the Claim in whole or in part, stating reasons for rejection; (iv) recommend that the District approve the Claim; or (v) suggest a compromise of the Claim. Regardless of whether a Claim is processed pursuant to the PCC Claims Procedures, the District may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim and request the surety's assistance in resolving the Claim. If the Architect and Construction Manager request additional information, the Prime Contractor shall provide such information in accordance with Subsection 4.5.7.

4.5.9 Approval of Claim After Initial Review. If the District accepts a recommendation to approve a Claim, the Architect and Construction Manager will provide notice to the Prime Contractor and will prepare or obtain and process a Change Order that appropriately documents the resolution of the Claim.

4.5.10 Rejection of Claim After Initial Review. If the District accepts a recommendation to reject a Claim, in whole or in part, the Architect and Construction Manager will provide notice to the Prime Contractor. If the District rejects the Claim in part only, the Architect and Construction Manager will prepare or obtain and process a Change Order that appropriately documents the partial resolution of the Claim. Subject to the provisions of Subsection 4.5.14, to the extent the District rejects a Claim, in whole or in part, without initiating informal efforts to resolve the Claim in accordance with Subsection 4.5.11, the Prime Contractor may pursue any remedy available to the Prime Contractor in accordance with the Contract.

4.5.11 Informal Efforts to Resolve Claim. Notwithstanding Subsection 4.5.10, in the sole discretion of the District, if the Architect and Construction Manager have recommended that the District reject a Claim, in whole or in part, the District may request that the Prime Contractor meet with the District, Architect and Construction Manager. The District also may request such meeting if the Architect and Construction Manager have suggested a compromise to a Claim. If so requested, the Prime Contractor shall so meet, and the meeting shall be held within ten (10) days of the District's request. The purpose of such meeting, in either case, will be to provide an opportunity for the parties to attempt to resolve the Claim on an informal basis. Except as expressly limited by the PCC Claims Procedures when those are applicable, if the District has requested such meeting, completion of the informal efforts to resolve the Claim shall be a condition precedent to any action, arbitration, or other legal proceeding arising from a Claim. The District and the Prime Contractor may bring to such meeting any documents or other materials related to the basis or bases for the Claim and any individual they believe necessary or convenient for purposes of the discussions. The individuals present at the meeting shall make good-faith efforts to resolve the Claim. If the District and the Prime Contractor are unable to resolve the Claim during the meeting, but agree that further informal efforts would be

productive, they may schedule additional meetings or discussions for purposes of continuing the efforts to resolve the Claim. If, not less than thirty (30) days after the initial meeting, either the District or the Prime Contractor concludes that additional informal efforts to resolve the Claim would be unavailing, it shall provide written notice to the other. In the event such written notice is given, neither the District nor the Prime Contractor shall be required to continue informal attempts to resolve the Claim.

4.5.12 Documentation of Compromise. If the District and Prime Contractor agree to compromise a Claim, the Architect and Construction Manager will prepare or obtain and process a Change Order that appropriately documents the resolution of the Claim.

4.5.13 Architect Ruling if Fail to Resolve Claim. Except as provided by the PCC Claims Procedures when those are applicable, if a Claim or portion thereof has not been resolved pursuant to Subsection 4.5.11, the Architect, in consultation with the Construction Manager, will rule on the unresolved Claim or portion thereof and provide it in writing to the District and the Prime Contractor. The Architect and Construction Manager shall issue its ruling within thirty (30) days of the notice given pursuant to Subsection 4.5.11 terminating informal efforts to resolve the Claim. The Architect's ruling shall specify its decision in regard to each basis for the Claim, as set forth in the Claim, and shall specify any change in the Contract Price and/or Contract Time. Regardless of whether issued pursuant to this Subsection or the PCC Claims Procedures, the Architect's ruling on a Claim shall be final. Subject to the provisions of Subsection 4.5.14, if the Prime Contractor disagrees with the Architect's ruling, the Prime Contractor may pursue any remedy available to the Prime Contractor in accordance with the Contract.

4.5.14 Conditions Precedent to Further Proceedings. Except as expressly limited by the PCC Claims Procedures when those are applicable, a rejection of a Claim, in whole or in part, pursuant to Subsection 4.5.10 or a ruling by the Architect on the Claim in accordance with Subsection 4.5.13, whichever applies, shall be required as a condition precedent to the initiation of any action, arbitration or other proceeding arising from the basis for the Claim. Such requirement applies to all matters arising from the execution and progress of the Work and/or the extent to which the Work has been completed. Notwithstanding the foregoing, such rejection or ruling shall not be a condition precedent to initiation of any such action, arbitration or other proceeding arising from the basis for the Claim if thirty (30) days has passed since the Prime Contractor provided written notice to the District, Architect and Construction Manager of, and within such thirty (30) day period they have failed to cure, any of the following occurrences: (I) the Architect and Construction Manager have failed to take any action in accordance with Subsection 4.5.8 or within any time limit specified in accordance with Subdivision (ii) of Subsection 4.5.8; (ii) the Architect and Construction Manager have failed to take any action within the extended time determined in accordance with Subsection 4.5.7; (iii) the Architect and Construction Manager have failed to take any action within an agreed time limit; (iv) the Claim relates to a stop payment notice not arising from any extra or changed work for which approval has not been provided; or (v) the District has the right and/or obligation to impose or assess remedies and/or penalties provided for by statute given the District's status as a public entity.

4.5.15 No Right to Stop Work. Neither the existence of any dispute, nor the initiation of any Claim or action, arbitration or other legal proceeding arising from the Claim, shall be a basis for stopping the Work, and the Prime Contractor shall promptly and diligently proceed and/or continue with all Work under the Contract or as required by the District despite the existence of any dispute or the filing of any Claim or legal proceeding, and the District shall continue to make any undisputed payments in accordance with the Contract. If a Claim is not resolved in accordance with the Contract, the Prime Contractor shall neither rescind the Contract nor stop the progress of the Work, and Prime Contractor's sole remedy shall be to initiate an action or other legal proceedings as permitted under Contract after the Project has been completed, but not before.

4.5.16 Resolving Disputes Through Binding Arbitration. The District and the Prime Contractor may agree to submit individual disputes or Claims to binding arbitration. The District and Prime Contractor shall agree on an arbitrator within thirty (30) days after agreeing to arbitration, but if they are unable to so agree, they shall request that the presiding judge of the Superior Court for the County of San Diego designate an arbitrator experienced in public construction. Each party to the arbitration shall pay its proportionate share of the cost of the arbitration. The arbitrator shall establish procedures and rules to be followed in conducting the arbitration, which, at a minimum, shall specify that the arbitrator shall adhere to and apply all substantive statutory, regulatory and case law that is applicable to the dispute. If a party petitions to confirm, correct, or vacate the award as provided by Chapter 4 of Title 9 of the Code of Civil Procedure (commencing with Section 1285), the prevailing party shall be entitled as part of its costs to reasonable attorneys' fees and expenses to be fixed by the Court. The surety for the Prime Contractor's performance bond and/or payment bond shall be made a party to any such arbitration and shall be fully bound by any decision of the arbitrator.

4.5.17 Resolving Disputes in Court of Competent Jurisdiction. If any Claim is not resolved in accordance with the procedures set forth in this Section 4.5, subject to compliance with all such procedures as required, the Claim may be submitted to a court of competent jurisdiction in the County of San Diego, for resolution through bench trial. No such action may be initiated until after the Project has been fully completed and accepted by the District, earlier completion as defined in Subsection (c) of Public Contract Code Section 7107, or termination of the Prime Contractor from the Project prior to completion; and any statutory limitation on filing of such action shall be tolled commencing with completion of all applicable procedures in accordance with this Section 4.5 and until the date an action may be filed as provided in this Subsection 4.5.17.

4.5.18 Remedies Not Limited. The rights and remedies available in accordance with this Contract are in addition to any rights and remedies available pursuant to applicable laws or regulations; provided that the exercise of any and all such rights and remedies are subject to procedural requirements made applicable by this Section 4.5.

PART 5
SUBCONTRACTORS

Section 5.1 <u>DEFINITIONS</u>

5.1.1 Subcontractual Relations. By appropriate agreement, written where legally required for validity, the Prime Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Prime Contractor by terms of the Contract Documents, and to assume toward the Prime Contractor all the same obligations and responsibilities assumed by Prime Contractor pursuant to the Contract Documents. Each subcontract agreement shall preserve and protect the rights of the District, the Construction Manager and the Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Prime Contractor shall require each Subcontractor to enter into similar agreements with sub-subcontractors. The Prime Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Upon written request of the Subcontractor, the Prime Contractor shall identify to the Subcontractor the terms and conditions of the proposed subcontract agreement, which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed sub-subcontractors.

5.1.2 Subcontractor Licenses. All Subcontractors must be properly licensed by the Contractors State License Board prior to commencing any work on the Project.

5.1.3 Substitution of Subcontractor. Substitution of Subcontractors shall be permitted only with District consent and as authorized under Public Contract Code Sections 4107 *et seq.* If the substituted subcontractor requests, District will conduct a hearing on the substitution. No substitution of a Subcontractor may result in any increase in the Contract Price or result in the granting of any extension of time for the completion of the Project. If project is subject to prequalification as identified by CA AB 1565 under the Notice to Bidders (Document 00020), all Mechanical, Electrical, and Plumbing ("MEP") and General Contractor ("A/B") subcontractors must be prequalified at the time of substitution before substituting another MEP or A/B prequalified subcontractor. Subcontractor must have a DIR number.

PART 6
CONSTRUCTION BY DISTRICT OR BY SEPARATE CONTRACTORS

Section 6.1 DISTRICT RIGHT TO PERFORM CONSTRUCTION

6.1.1 Separate Contracts.

6.1.1.1 District reserves the right to let other contracts in connection with this Work. Prime Contractor shall afford other contractors reasonable opportunity for (i) introduction and storage of their materials; (ii) access to the Work; and (iii) execution of their work. Prime Contractor shall properly connect and coordinate its Work with the work of other contractors.

6.1.1.2 If any part of Prime Contractor's Work depends on proper execution or results of any other contractor, the contractor shall inspect and within forty-eight

(48) hours or less, report to the Construction Manager and the Architect, in writing, any defects in such work that render it unsuitable for proper execution of Prime Contractor's Work. Prime Contractor will be held accountable for damages to District for that work which it failed to inspect or should have inspected. Prime Contractor's failure to inspect and report shall constitute its acceptance of other contractors' work as fit and proper for reception of its Work, except as to defects which may develop in other contractors' work after execution of Prime Contractor's Work.

6.1.1.3 To ensure proper execution of its subsequent Work, Prime Contractor shall measure and inspect Work already in place and shall at once report to the Construction Manager and the Architect in writing any discrepancy between executed Work as built and the Contract Documents.

6.1.1.4 Prime Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by District in prosecution of the Project and the potential impact of such work on Prime Contractor's schedule.

6.1.1.5 Nothing herein contained shall be interpreted as granting to Prime Contractor the exclusive occupancy at the Project Site. Prime Contractor shall not unreasonably hinder or delay any other contractor working on the Project Site. If performance of work by another contractor is likely to cause interference with Prime Contractor's performance of the Contract, 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.

6.1.1.6 District shall not be responsible for any damages suffered or extra costs incurred by Prime Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts at the Project, or caused by any decision or omission of District respecting the order of precedence in performance of contracts.

PRIME CONTRACTOR IS AWARE THAT THE WORK MAY BE SPLIT INTO SEVERAL PHASES AND MAY RELATE TO WORK PERFORMED UNDER SEPARATE CONTRACT. IF THE CONTRACT PROVIDES THAT THE WORK IS SPLIT INTO PHASES, THEN PRIME CONTRACTOR SHALL BE DEEMED TO HAVE MADE ALLOWANCE FOR ANY DELAYS OR DAMAGES WHICH MAY ARISE FROM COORDINATION WITH CONTRACTORS FOR OTHER PHASES. IF ANY DELAYS SHOULD ARISE FROM ANOTHER CONTRACTOR, PRIME CONTRACTOR'S SOLE REMEDY FOR DAMAGES, INCLUDING DELAY DAMAGES, SHALL BE AGAINST THE CONTRACTOR THAT CAUSED SUCH DAMAGE AND NOT THE DISTRICT. PRIME CONTRACTOR SHALL PROVIDE ACCESS FOR OTHER CONTRACTORS AS NECESSARY TO PREVENT DELAYS IN THEIR WORK.

6.1.2 District's Right to Carry out the Work. See Section 2.2.

6.1.3 Designation as Prime Contractor. If the District awards any separate contract for work on the Project Site, the term "Prime Contractor" as used in the contract documents for that separate contract shall mean the prime contractor identified under that separate contract.

6.1.4 Prime Contractor Duties. The Prime Contractor shall have overall responsibility to reasonably coordinate and schedule Prime Contractor's activities with the activities of the District's own forces and of each separate contractor with the Work of the Prime Contractor. The Prime Contractor shall participate with other separate contractors and the District in reviewing their construction schedules when directed to do so. Additionally, Prime Contractor shall coordinate with Construction Manager, Architect and Project Inspector to ensure timely and proper progress of Work. Failure to coordinate with other trade contractors and the Construction Manager shall not be grounds for time and cost related Claims.

Section 6.2 PRESERVATION OF PROJECT SITE AND MATERIAL

The Prime Contractor shall ensure proper safety and storage of all materials, shall be responsible for the improvements, material and equipment on Project Site, and, to the extent relating to its Work, shall be responsible for the Project Site. All risk of loss or damage shall be borne by Prime Contractor during the Work until the date of Completion. The Prime Contractor shall carry adequate insurance in case of calamity and is not entitled to rely on the insurance requirements set forth in the Contract Documents as being adequate coverage in case of calamity.

Section 6.3 DISTRICT'S RIGHT TO CLEAN UP

If a dispute arises among the Prime Contractor, separate contractors, and the District as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Section 3.12, the District may clean up and allocate the cost among those it determines are responsible.

PART 7
CHANGES IN THE WORK

Section 7.1 CHANGES

7.1.1 No Changes Without Authorization. There shall be no change whatsoever in the Drawings and Specifications, or in the Work without an executed Change Order, Construction Change Directive, or order by the Architect for a minor change in the Work as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the Governing Board has authorized the same and the cost thereof approved in writing by Change Order or executed Construction Change Directive. The Prime Contractor must submit requests for Change Orders a sufficient amount of time in advance of need in order to avoid delay while accommodating District approval procedures. Any extension of time associated with a change in the Work must be resolved at the time of issuance, and duly adjusted in writing in, the Change Order for such change. The provisions of the Contract Documents shall apply to all

such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications. Notwithstanding anything to the contrary in this Part 7, all Change Orders shall be prepared and issued by the Architect and shall become effective when executed by the Governing Board, the Architect, the Prime Contractor, and, if necessary, the DSA.

Should any Change Order or Construction Change Directive result in an increase in the Contract Price, the cost of such Change Order or Construction Change Directive shall be agreed to, in writing, in advance by Prime Contractor and District and be subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that Prime Contractor proceeds with any change in Work without first notifying District and obtaining the Architect's and District's consent to a Construction Change Directive or a Change Order, Prime Contractor waives any Claim of additional compensation for such additional work.

PRIME CONTRACTOR UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE REASON FOR THE FOREGOING NOTICE REQUIREMENT IS SO THAT DISTRICT MAY HAVE AN OPPORTUNITY TO ANALYZE THE WORK AND DECIDE WHETHER THE DISTRICT SHALL PROCEED WITH THE CHANGE ORDER OR CONSTRUCTION CHANGE DIRECTIVE, OR ALTER THE PROJECT SO THAT SUCH CHANGE IN WORK BECOMES UNNECESSARY.

7.1.2 Architect Authority. The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Price, extension of the Contract Time, or a change that is inconsistent with the intent of the Contract Documents. Such changes shall be effected by written Change Order and shall be binding on the District and the Prime Contractor. The Prime Contractor shall carry out such written orders promptly.

Section 7.2 CHANGE ORDERS

A Change Order is a written instrument prepared by the Architect and signed by the District (as authorized by the Governing Board), the Prime Contractor, the Construction Manager, the Architect, and the DSA (if necessary), stating their agreement upon all of the following:

(I) A description of a change in the Work;

(ii) The amount of the adjustment in the Contract Price, if any; and

(iii) The extent of the adjustment in the Contract Time, if any.

Section 7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1 Definition. A Construction Change Directive is a written order prepared by the Architect and signed by the District, the Construction Manager and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Price or Contract Time, or both. The District may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions. If applicable, the Contract Price and Contract Time will

be adjusted as provided in the Construction Change Directive. In the case of a Construction Change Directive being issued, Prime Contractor must commence Work immediately or delays from failure to perform Construction Change Directive shall be the responsibility of Prime Contractor. Any dispute as to the sum of Construction Change Directive or timing of payment shall be resolved pursuant to Section 4.5.

7.3.2 Use to Direct Change. The District may issue a Construction Change Directive in the absence of agreement on the terms of a Change Order.

Section 7.4 REQUEST FOR INTERPRETATION

7.4.1 Definition. A Request for Interpretation or "RFI" is a written request prepared by the Prime Contractor requesting the Architect to provide additional interpretation necessary to clarify or amplify an item that the Prime Contractor believes is not clearly shown or called for in the Drawings or Specifications, or to address problems that have arisen under field conditions.

7.4.2 Scope. The RFI shall reference all the applicable Contract Documents including Specification Section, detail, page numbers, drawing numbers, and sheet numbers, *et cetera*. The Prime Contractor shall make suggestions and interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Cost, Contract Time, or the Contract Documents.

7.4.3 Response Time. The Prime Contractor shall submit an RFI a sufficient amount of time in advance of need in order to avoid delay while accommodating the Architect's approval procedures. The Architect will respond to an RFI within ten (10) days after receiving such request or within a reasonable time if due to the complexity and/or number of issues. If the Architect's response results in a change in the Work, then such change shall be effected by a written Change Order or Construction Change Directive, if appropriate. If the Architect cannot respond to the RFI within a reasonable time, the Architect shall notify the Prime Contractor, with a copy to the Project Inspector and the District, of the amount of time that will be required to respond.

7.4.4 Costs Incurred. The Prime Contractor shall be responsible for any costs incurred for professional services, which shall be deducted from the next progress payment, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request. District, at its sole discretion, shall invoice Prime Contractor for all such professional services arising from this Part.

Section 7.5 REQUEST FOR PROPOSAL

7.5.1 Definition. A Request for Proposal or "RFP" is a written request prepared by the Architect requesting the Prime Contractor to submit to the District, the Construction Manager and the Architect an estimate of the effect of a proposed change on the Contract Price and the Contract Time.

7.5.2 Scope. An RFP shall contain adequate information, including any necessary Drawings and Specifications, to enable Prime Contractor to provide the cost breakdowns

required by Section 7.7. The Prime Contractor shall not be entitled to any Additional Compensation for preparing a response to an RFP, whether ultimately accepted or not.

Section 7.6 CHANGE ORDER REQUEST

7.6.1 Definition. A Change Order Request is a written request prepared by the Prime Contractor requesting that the District, the Construction Manager and the Architect issue a Change Order based upon a proposed change called for in an RFP or a Claim pursuant to Section 4.5.

7.6.2 Changes in Price. A Change Order Request shall include breakdowns per Section 7.7 to validate any change in Contract Price due to proposed change or Claim.

7.6.3 Changes in Time. A Change Order Request shall also include any additional time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project schedule. If Prime Contractor fails to request a time extension in a Change Order Request, then the Prime Contractor is thereafter precluded from requesting or claiming a delay.

Section 7.7 COST OF CHANGE ORDERS

7.7.1 Scope. Within ten (10) days after a request is made for a change that impacts the Contract Price, Contract Time or critical path, the Prime Contractor shall provide the District and the Architect with a written estimate of the effect of the proposed Change Order upon the Contract Price and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, and wage rates required for the change, and the effect upon the Contract Time of such Change Order. Changes may be made by District by an appropriate written Change Order, or, at the District's option, such changes shall be implemented immediately upon the Prime Contractor's receipt of an appropriate written Construction Change Directive.

District may, as provided by law and without affecting the validity of the Contract, order changes, modification, deletions and extra work by issuance of written Construction Change Directives from time to time during the progress of the Project, Contract Price being adjusted accordingly. All such work shall be executed under conditions of the original Agreement except that any extension of time caused thereby shall be adjusted at time of ordering such change. District has discretion to order changes on a "time and material" basis with adjustments to time made after Prime Contractor has justified through documentation the impact on the critical path of the Project.

7.7.2 Methods For Determining Cost. The amount of the increase or decrease in the Contract Price resulting from a Change Order, if any, shall be determined at the sole discretion of the District based on one or more of the methods specified in this Subsection 7.7.2.

7.7.2.1 *Lump Sum Proposal.* Acceptable lump sum proposal from the Prime Contractor properly itemized and supported by sufficient substantiating data to permit

evaluation. Estimates for lump sum proposals shall be limited to direct expenditures necessitated specifically by the subject extra work and shall be segregated into categories as set forth in Article 7.7.2.3. In addition, the Prime Contractor and Subcontractor will be paid a lump sum for overhead, profit, and bond. Such lump sum shall conform to the percentages outlined in Article 7.7.2.3(v). For added or omitted work by Subcontractors, the Prime Contractor shall furnish to the District the Subcontractors' detailed estimate of the cost for labor, material, and equipment, including the markup by the Subcontractor for overhead and profit. Such estimate of cost shall be signed by the Subcontractor. The same requirement shall apply to any sub-subcontractor or material supplier.

7.7.2.2 *Unit Pricing.* Unit prices contained in Prime Contractor's original bid and incorporated into Contract Documents or fixed by subsequent agreement between District and Prime Contractor. Unit prices shall include all necessary labor, material, overhead, profit, and applicable taxes.

7.7.2.3 *Time and material.* Calculated time spent and materials used, including direct costs for labor, material, and equipment rental plus markups for overhead and profit for Prime Contractor, Subcontractor, and sub-subcontractors as applicable. The following outline shall be utilized for all time and material and lump sum proposals:

(i) Labor: attach itemized direct hourly rates in accordance with certified payroll records times total hours expended. Separately show dollar amount for employer-paid payroll taxes/insurance benefits. Enter total as direct labor time.

(ii) Material: attach receipts, invoices, or itemized quantity and unit costs plus tax and delivery. Enter total as material item.

(iii) Equipment: attach receipts, invoices or tear tickets indicating unit costs and total hours or loads charged (small tools with a value of less than $500 are to be included in markup). Enter total as equipment rental time.

(iv) SUBTOTAL [lines (i), (ii) and (iii)]

(v) The allowance for the combined overhead and profit included in the total cost to the District shall be based on the following:

(a) Ten percent (10%) combined overhead and profit, of the total estimated costs of the extra work to be performed. All subcontracted work included within the total estimated costs shall not exceed ten percent (10%) combined overhead and profit of the work performed by the Subcontractor. This shall apply to all changes.

(b) All subcontracted work included within the total estimated costs shall not exceed ten percent (10%) combined overhead and profit of the work performed by the Subcontractor.

(c) The combined overhead and profit percentages are to include the following costs: home office overhead, off-site supervision, change order preparation, insurance, negotiation/research, time delays, project interference and disruption, additional guarantee and warranty durations, on-site supervision, additional temporary protection, additional construction facilities, additional material handling costs, additional safety equipment costs and small tools with a daily rental rate of less than $250.00.

(vi) SUBTOTAL [lines (v) and (vi)]

(vii) PRIME CONTRACTOR'S BOND [not to exceed 1% of line (vi)]

(viii) TOTAL CHANGE ORDER REQUEST [lines (vi) and (vii)]

7.7.3 Amount of Credit. The amount of credit to be allowed by the Prime Contractor to the District for a deletion or change which results in a net decrease in the Contract Price shall be actual net cost, including amounts attributable to overhead, profit, bond premium, *et cetera*. When both additions and credits covering related work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

It is expressly understood that the value of such extra work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the Prime Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the project or resulting from delay, disruption, acceleration, interference, hindrance, or the like to the project.

7.7.4 Deductive Change Orders. Deductive Change Orders must be based on deductive alternates specified in the Prime Contractor's bid or determined in accordance with Subsections 7.7.2 and 7.7.3.

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

7.7.6 Accounting Records. With respect to portions of the Work performed by Change Orders and Construction Change Directives on a time-and-materials, unit-cost, or similar basis, the Prime Contractor shall keep and maintain cost-accounting records in accordance with generally-accepted standards and principles or as otherwise required by the District, which records shall be available to the District on the same terms as any other books and records the Prime Contractor is required to maintain under the Contract Documents.

7.7.7 Disagreement on Change Order. If the Prime Contractor and the District are unable to agree as to any adjustment in a Change Order to the Contract Price, Contract Time or other matter, the District may order the Prime Contractor to proceed with the change and the Prime Contractor shall then diligently commence and perform the changed Work. If the Prime Contractor desires to file a Claim for an increase in the Contract Price or any extension of the Contract Time, it must notify the District in accordance with Section 4.5 of these General Conditions, and no Claim will be valid unless filed in accordance with Section 4.5. The Prime Contractor shall proceed to execute the Work even though the adjustment may not have been agreed upon.

7.7.8 Alteration to Change Order Language. Prime Contractor shall not alter Change Orders or reserve time in Construction Change Directives. Prime Contractor shall execute finalized Change Orders and, if Prime Contractor disputes any adjustment to the Contract Price or Contract Time, may file a Claim in accordance with Section 4.5 of these General Conditions.

PART 8
TIME

Section 8.1 DEFINITIONS

8.1.1 Contract Time. Prime Contractor shall perform and complete all Work under the Contract Documents within the time period specified in the Agreement Form. Moreover, Contractor shall perform its Work in strict accordance with any completion schedule, Construction Schedule or Project milestones developed pursuant to the provisions of the Contract including, but not limited to the Project schedule set forth in the Specifications.

8.1.2 Notice to Proceed. District may give a Notice to Proceed at any time within two (2) months of the award of the Contract. Once Prime Contractor has received the notice to proceed, Prime Contractor shall complete the Work in the period of time referenced in the Contract Documents.

In the event that District desires to postpone the giving of the notice to proceed beyond this two (2) month period, it is expressly understood that with reasonable notice to the Prime Contractor, the giving of the date to proceed may be postponed by District. It is further expressly understood by Prime Contractor, that Prime Contractor shall not be entitled to any Claim of additional compensation as a result of the postponement of the giving of the notice to proceed

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

8.1.3 Computation of Time. Prime Contractor will only be allowed a time extension for unusually severe weather if it results in precipitation or other conditions which in the amount, frequency, or duration is in excess of the norm at the location and time of year in question as established by National Oceanic and Atmospheric Administration (NOAA) weather data and the Prime Contractor demonstrates that adverse weather conditions are the cause of the delay. The Prime Contractor shall allot not less than twenty-two (22) calendar days in its schedule for each winter weather period, which is defined as the months, in aggregate, of October, November, December, January, February and March. The weather days shall be shown on the schedule and if not used will become float days for the Project's use. The Prime Contractor will not be allowed a day-for-day weather delay when the Contract is bid for construction to occur during a period that normally includes inclement weather. A day-for-day extension will only be allowed for those days in excess of the norm. The Prime Contractor is expected to perform the Work seven (7) days per week (if necessary, irrespective of inclement weather), to maintain access, and to protect the Work under construction from the effects of inclement weather.

If the weather is unusually severe, in excess of the NOAA data norm and prevents the Prime Contractor from beginning work at the usual daily starting time, or prevents the Prime Contractor from proceeding with seventy-five percent (75%) of the normal labor and equipment force towards completion of the day's current controlling item on the accepted schedule for a period of at least five hours, and the crew is dismissed as a result thereof, the Construction Manager and the Architect will designate such time as unavoidable delay and grant one (1) calendar-day extension.

Section 8.2 HOURS OF WORK

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

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

8.2.3 Costs for After Hours Inspections. If the Work is required by the Contract Documents to be done after-hours and results in the need for the Project Inspector's services outside the Project Inspector's regular working hours, the costs of any after-hour inspections shall be borne by the District. This includes school-wide testing periods.

If the District allows the Prime Contractor to do Work outside regular working hours for the Prime Contractor's convenience, the costs of any inspections required outside regular working hours shall be invoiced to the Prime Contractor by the District and deducted from the next Progress Payment.

If the Prime Contractor elects to perform Work outside the Project Inspector's regular working hours, costs of any inspections required outside regular working hours shall be invoiced to the Prime Contractor by the District and deducted from the next Progress Payment.

Section 8.3 PROGRESS AND COMPLETION

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

8.3.2 No Commencement without Insurance. The Prime Contractor shall not commence operations on the Project or elsewhere prior to the effective date of insurance and bonds required by Part 11. The date of commencement of the Work shall not be changed by the effective date of such insurance. If Prime Contractor commences Work without insurance and bonds, all Work is performed at Prime Contractor's peril and shall not be compensable until and unless Prime Contractor secures bonds and insurance pursuant to the terms of the Contract Documents and subject to District Claim for damages.

8.3.3 Expeditious Completion. The Prime Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time. Notification of inadequate work forces, by the Construction Manager, will necessitate the submission of a recovery schedule.

Section 8.4 DELAYS

8.4.1 Work in Conformance with Schedule. The Work shall be commenced and shall be completed in conformance with the Construction Schedule. Construction delays caused by normal seasonal rainfall are included within the total number of calendar days specified and will not be considered as a reason for an extension of time. These conditions shall be wholly at the risk of the Prime Contractor. Liquidated damages may be assessed if any individual activity duration exceeds the time indicated for that activity on the Construction Schedule.

8.4.2 Compensable Impacts. A "Compensable Impact" is defined as a delay, disruption, interference, hindrance and/or acceleration of the Work that is (1) unreasonable under the circumstances involved; (2) not within the contemplation of the parties at the time of contracting; and (3) which is caused by one of the parties to the Contract Documents or is caused by some other person for whom one of the parties to the Contract Documents is responsible.

8.4.2.1 *District Responsible.* If the District causes or is responsible for a Compensable Impact, then the time period for completion of the Work shall be extended by the number of calendar days that the Prime Contractor experiences the Compensable Impact, provided that satisfactory evidence is presented to the District within fifteen (15) calendar days of the commencement of the Compensable Impact and provided that the Compensable Impact is neither caused, contributed to, or continued, by the fault or negligence of the Prime

Contractor, its Subcontractors, material suppliers or others reasonably and customarily under the Prime Contractor's and/or its Subcontractors' control. A time extension granted for the Work at one site shall not apply to any other site unless the time extension expressly states that to be the case. The extension of time, if allowed by the District, shall only be authorized by, and be contained in, a written Change Order.

8.4.2.2 *District Not Responsible.* The District and those acting on its behalf shall not be liable for any damages because of any delay or failure to deliver the Project Site to the Prime Contractor where the cause is beyond the control of and without the fault of the District, including but not limited to: an act of God or of a public enemy; act of Government; act of any quasi-governmental or publicly-regulated entity, including a utility, act of the Prime Contractor or the Prime Contractor's employee or agent; fire; flood; epidemic; quarantine restrictions; riot; strike; freight embargo; weather; or act of any third person or entity not subject to direct control of the District. The sole remedy of the Prime Contractor for any such delay or failure to furnish the Project Site shall be limited to an extension of time.

8.4.2.3 *Hazardous Materials.* In anticipation of, and in compliance with, Public Contract Code Section 7102, the parties acknowledge that certain site, and/or existing site improvements, conditions regarding any hazardous substance, including without limitation, asbestos and lead, may exist or be discovered during the project which may cause a delay, disruption, interruption, hindrance, and/or interference of the Work. Regarding contracts involving Work on existing structures, the Prime Contractor expressly acknowledges that it shall not be entitled to payment of liquidated or other damages by the District for a delay, disruption, interruption, hindrance, and/or interference of the Work of up to ninety (90) calendar days whenever such time is required in order to abate or remove from such structure(s) any hazardous material such as, but without limitation, asbestos or lead discovered at and/or in such sites. Further, Prime Contractor acknowledges and agrees that liquidated or other damages shall not be paid by the District for delays, disruptions, interruptions, hindrances, and/or interferences of the Work up to an including an additional ninety (90) calendar days, whenever such time is required to remove underground tanks, sumps, clarifiers, hoist cylinders, and/or other underground utilities existing at the Project Site.

8.4.2.4 *Liquidated Damages.* In anticipation of, and in compliance with, Public Contract Code Section 7102, and because it is agreed by the Prime Contractor and the District that actual damages are impracticable and extremely difficult to ascertain regarding consequential damages caused by Compensable Impacts, the Prime Contractor and the District each hereby establish the liquidated sum, as stated in the Special Conditions, per calendar day for each day of Compensable Impact that the other can prove to be caused by and/or the responsibility of the other. The parties expressly agree to be limited solely to these liquidated damages for all Compensable Impacts as defined in this Subsection 8.4.1, but also expressly agree that no party shall be entitled to recover liquidated or actual consequential damages that are caused by concurrent Compensable Impacts. The liquidated damage amount is agreed to be fair and reasonable compensation to each of the parties, even if the amount may not fully compensate the affected party. Prime Contractor is to refer to Section 01310 Construction Schedule for the duration of individual activities contained within the overall calendar day project requirement. Liquidated damages may be assessed by the District if any individual activity

duration exceeds the time indicated for that activity on the Construction Schedule. In the event any liquidated damages are not paid by the Prime Contractor, the Prime Contractor agrees that the District may deduct such amounts from any money due or to become due to the Prime Contractor under the Contract Documents. Nothing in this Subsection 8.4.1 alters, impairs, precludes, modifies and/or changes the Prime Contractor's or the District's ability to recover additional costs incurred if expressly provided for elsewhere in the Contract Documents. Nothing in this Subsection 8.4.1 alters, impairs, precludes, modifies and/or changes the Prime Contractor's obligation to include all costs, both direct and indirect, into a Change Order Proposal and/or Change Order, pursuant to the Contract Documents.

8.4.2.5 *Change Order Work.* The Prime Contractor expressly acknowledges and agrees that Change Order work performed under the Contract Documents shall not be deemed to constitute a Compensable Impact to the Work or form the basis for claiming additional compensation based on theories including, but not limited to, acceleration, suspension, delay, or disruption to the project, and further acknowledges that a complete system of compensation for said Change Order work is provided for exclusively under the provisions of the Contract Documents pertaining to Change Order work.

8.4.3 Excusable Delay. The Prime Contractor shall not be charged for liquidated damages because of any delays in completion of Work that are not the fault or negligence of Prime Contractor or its Subcontractors, including acts of God, as defined in Public Contract Code Section 7105(b)(2), acts of enemy, epidemics and quarantine restrictions. Prime Contractor shall within five (5) calendar days of beginning of any such delay 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. 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.

No extended overhead, general conditions costs, impact costs, out-of-sequence costs or any other type of compensation, by any name or characterization, shall be paid to the Prime Contractor for any delay to any activity not designated as a critical path item on the latest approved Project schedule.

The Prime Contractor shall notify the Construction Manager and the Architect in writing of any anticipated delay and its cause, in order that the Construction Manager or the Architect may take immediate steps to prevent, if possible, the occurrence or continuance of delay, and may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

In the event the Prime Contractor requests an extension of Contract Time for unavoidable delay, such request shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work. When requesting time, i.e., extensions, for proposed Construction Change Directives, Prime Contractor must submit full justification and documentation with the proposed Construction Change Directive. If the Prime Contractor fails to submit justification with the proposed Construction Change Directive it waives its right to a time extension at a later

date. Such justification must be based on the official Construction Schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the scope of Work. The justification must include, but is not limited to, the following information:

(I) The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, *et cetera*) required to perform these activities within the stated duration.

(ii) Logical ties to the official Construction Schedule for the proposed changes and/or delay showing the activity/activities in the schedule whose start or completion dates are affected by the change and/or delay. (A fragment of any delay of over ten (10) days must be provided.)

The Prime Contractor and District understand and expressly agree that insofar as Public Contract Code Section 7102 may apply to changes in the Work or delays under the Contract, the actual delays and damages, if any, and time extensions are intended to, and shall provide, the exclusive and full method of compensation for changes in the Work and construction delays.

8.4.4 Notice of Delay Required. The Prime Contractor shall within five (5) calendar days of the beginning of any such delay notify the District in writing of causes of the delay with justification and supporting documentation. District will then ascertain the facts and extent of the delay and grant an extension of time for completing the Work when, in its judgment, the findings of fact justify such an extension. Extensions of time shall apply only to that portion of the Work affected by the delay and shall not apply to other portions of the Work not so affected. The sole remedy of Prime Contractor for extensions of time under Section 8.4 shall be an extension of the Contract Time at no cost to the District unless the delay is a Compensable Impact for which the District is responsible. Claims relating to time extensions shall be filed in accordance with applicable provisions of Section 4.5.

8.4.5 No Compensation for Delays within Prime Contractor's Control. Prime Contractor is aware that governmental agencies, such as the Department of General Services, gas companies, electrical utility companies, water districts and other agencies may have to approve Prime Contractor-prepared drawings or approve a proposed installation. Prime Contractor shall be deemed to have considered all possible delays and damages that might arise from any such approvals when submitting its bid for the Project. Thus, Prime Contractor is not entitled to file any Claim with the District for damages or delays arising from the delays caused by such agencies. Furthermore, the Prime Contractor has scheduled for such delays and is not entitled to an extension of time for delays caused by governmental agencies which Prime Contractor must obtain approvals from and, thus, Prime Contractor is not entitled to an extension of time.

PRIME CONTRACTOR SHALL ONLY BE ENTITLED TO COMPENSATION FOR DELAYS WHEN THE FOLLOWING CONDITIONS ARE MET: (1) THE DISTRICT IS RESPONSIBLE FOR THE DELAY; (2) THE DELAY IS UNREASONABLE UNDER THE CIRCUMSTANCES INVOLVED; AND (3) THE DELAY WAS NOT WITHIN THE CONTEMPLATION OF DISTRICT AND PRIME CONTRACTOR.

PART 9
PAYMENTS AND COMPLETION

Section 9.1 CONTRACT PRICE

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

Section 9.2 COST BREAKDOWN

9.2.1 Required Information. On forms or software programs (e.g., Microsoft Project, Prolog, Expedition or Primavera) approved by the District, the Prime Contractor shall furnish the following:

(I) Within ten (10) days of the award of the Contract, a detailed breakdown of the Contract Price (hereinafter "Schedule of Values") for the Project and Project Site;

(ii) Within ten (10) days of the award of the Contract, the name, address, telephone number, facsimile number, California contractor license number, classification and monetary value of all subcontracts for parties furnishing labor, material, or equipment for completion of the Project.

9.2.2 Approval Required. The Construction Manager and the Architect shall review all submissions received pursuant to Subsection 9.2.1 in a timely manner. The Construction Manager and the Architect must approve all submissions.

Section 9.3 PROGRESS PAYMENTS

9.3.1 Payments to Prime Contractor. Within thirty (30) days after approval of an undisputed and properly submitted application for payment by the Prime Contractor ("Application for Payment") completed in accordance with the Schedule of Values, Prime Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as certified by Construction Manager, Architect and Project Inspector and verified by Prime Contractor) up to the last day of the previous month, less the aggregate of previous payments. The value of the Work completed shall be Prime Contractor's best estimate. No inaccuracy or error in said estimate shall operate to release the Prime Contractor, or any surety upon any bond, from damages arising from such Work, or from the District's enforcement of each and every provision of the Contract Documents, and the District shall have the right subsequently to correct any error made in any estimate for payment.

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

Notwithstanding anything to the contrary stated above, the Prime Contractor may include in its Application for Payment the value of any structural Steele, mail order materials, G.F.R.C. panels and other such custom-made materials prepared specifically for the Project and unique to the Project so long as all of the following requirements are satisfied:

(i) The aggregate cost of materials stored off-site shall not exceed Twenty-Five Thousand Dollars ($25,000) at any time without the written approval of the District to be given or withheld in the District's sole discretion;

(ii) Title to such materials shall be vested in the District as evidenced by documentation satisfactory in form and substance to the District, including, without limitation, recorded financing statements, UCC filings and UCC searches;

(iii) With each Application for Payment, the Prime Contractor shall submit to the District a written list identifying each location where materials are stored off-site (which must be a bonded warehouse) and the value of the materials at each location. The Prime Contractor shall procure insurance satisfactory to the District (in its reasonable discretion) for materials stored off-site in an amount not less than the total value thereof;

(iv) The consent of any Surety shall be obtained to the extent required prior to payment for any materials stored off-site;

(v) Representatives of the District shall have the right to make inspections of the storage areas at any time; and

(vi) Such materials shall be (1) protected from diversion, destruction, theft and damage to the reasonable satisfaction of the District; (2) specifically marked for use on the Project; and (3) segregated from other materials at the storage facility.

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

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

9.3.4 Issuance of Certificate of Payment. The Architect shall, within seven (7) days after receipt of an Application for Payment, either approve such payment or notify the Prime Contractor in writing of the Architect's reasons for withholding approval in whole or in part as provided in Section 9.6. The review of an Application for Payment by the Architect shall be based on the Architect's observations at the Project Site and the data comprising the

Application for Payment that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents, (2) results of subsequent tests and inspections, (3) minor deviations from the Contract Documents correctable prior to completion, and (4) specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Prime Contractor is entitled to payment in the amount certified.

Section 9.4 APPLICATIONS FOR PROGRESS PAYMENTS

9.4.1 **Procedure**.

9.4.1.1 *Progress Payment Review Meeting.* Prior to submitting any Progress Payment Request and for the purpose of expediting the Progress Payment procedure, Prime Contractor shall meet with the District's Project Inspector and Construction Manager to review and discuss each proposed Progress Payment Request. District, Architect or Construction Manager has the discretion to require from Prime Contractor any of the following information with the Application for Payment:

(i) Certified payroll covering the period of the previous Application for Payment;

(ii) Unconditional waivers and releases from all Subcontractor/suppliers for which payment was requested under the previous Application for Payment; or

(iii) Material invoices, evidence of equipment purchases, rentals and other support and details of costs.

9.4.1.2 *Application for Progress*. On or before the fifth (5th) day of each calendar month during the progress of the Work, Prime Contractor shall submit to the Construction Manager and the Architect an itemized Application for Progress Payment for operations completed in accordance with the Schedule of Values. Should the Project involve multiple school sites, the Prime Contractor shall prepare a separate Progress Payment request for each school site. Such application(s) shall be notarized, if required, and supported by the following or such portion thereof as Architect requires:

(i) The amount paid as of the date of the Application to the Prime Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;

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

(iii) The balance that will be due to each of such entities after said payment is made;

(iv) A certification that the Record Drawings and Annotated Specifications are current;

(v) Itemized breakdown of Work done for the purpose of requesting partial payment;

(vi) The additions to and subtractions from the Contract Price and Contract Time;

(vii) A summary of the retentions held;

(viii) Material invoices, evidence of equipment purchases, rentals, releases and other support and details of cost as the District may require from time to time;

(ix) The percentage of completion of the Prime Contractor's Work by line item; and

(x) An updated Schedule of Values from the preceding Application for Payment.

9.4.1.3 The District's Project Inspector shall sign the proposed Progress Payment Request as having reviewed the same. If any item submitted for payment is disputed during this review, Prime Contractor shall use its best efforts to resolve the disputed items with District's Project Inspector, Architect and Construction Manager before submitting the Progress Payment Request to Construction Manager. The Architect, District and Construction Manager specifically reserve the right to dispute any item submitted in Prime Contractor's Progress Payment Request regardless of whether an item was identified as disputed in the review process provided for herein.

9.4.1.4 The billing process outlined in this Section shall supersede any other billing procedures contained in the Project Specifications. Based on billing percentages approved by the Architect and Project Inspector, the Prime Contractor billings will be generated by the Construction Manager's main office and faxed to the Prime Contractor. Upon receipt, the Prime Contractor is required to make five (5) copies of the billing, SITE sign all copies as indicated, and return the billings to the Construction Manager within three (3) days of the date received for further processing. Billings must be returned to the Construction Manager's office within the specified time frame. It is strongly recommended that Prime Contractor use one of the following delivery methods:

(i) Hand delivery.

(ii) Express mail (overnight) to street address.

(iii) U.P.S. next day service.

(iv) Federal Express next day service.

9.4.1.5 The District shall have the right, if necessary for the protection of the District, to issue joint checks made payable to the Prime Contractor and Subcontractors and/or material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the District and any Subcontractor or sub-subcontractor, any obligation of the District to such party or right of such party against the District.

9.4.1.6 Prime Contractor shall update record Drawings as required and failure to accomplish this will be grounds for delaying approval of Prime Contractor's Progress Payment Request.

9.4.2 **Prerequisites for Progress Payments**.

9.4.2.1 *First Payment Request*. The following items, if applicable, must be completed before the first payment request will be accepted for processing:

Receipt by Architect of submittals due per Submittal Log by the date of Payment Request;

(i) Submission of documents listed in Section 9.2 relating to Cost Breakdown;

(ii) Submission and approval of Construction Schedule;

(iii) List of all Subcontractors, with names, license numbers, telephone numbers, and scope of Work;

(iv) All bonds and insurance endorsements; and

(v) Subcontractor bonds, if required.

9.4.2.2 *No Waiver Based on Payment.* Any payments made to Prime Contractor where criteria set forth in Article 9.4.2.1 have not been met shall not constitute a waiver of said criteria by District. Instead, such payment shall be construed as a good faith effort by District to resolve differences so Prime Contractor may pay its Subcontractors and suppliers, and any failure by the Prime Contractor to submit such items will constitute a breach of the Contract by Prime Contractor and may subject Prime Contractor to termination or other remedies under the Contract.

9.4.2.3 *Civil Code Sections 8132-8138 Waiver and Release.* As a condition precedent to payment of any progress payment due to the Prime Contractor, including the final payment, the Prime Contractor shall submit to the District:

(I) Duly executed conditional lien releases and waivers (in the form provided in Civil Code Sections 8132 [progress payment] and 8136 [final payment]) from the Prime Contractor and all Subcontractors and materials suppliers providing labor, services, materials or equipment in connection with the Work, whereby such entities or persons conditionally waive all lien and stop payment notice rights against the District, the Project and the Project Premises with respect to all payments to be made to them from such payment; and

(ii) Duly executed unconditional lien releases and waivers (in the form provided in Civil Code Sections 8134 [progress payment] and 8138 [final payment]) from Prime Contractor and all Subcontractors and materials suppliers providing labor, services, materials or equipment in connection with the Work, whereby such entities or persons unconditionally and irrevocably waive all lien and stop payment notice rights against the District, the Project and the Project Premises with respect to all payments made pursuant to previous applications for payment, to the extent not already covered by an unconditional release and waiver.

Section 9.5 WARRANTY OF TITLE

The Prime Contractor warrants title to all Work, including, without limitation, all materials and equipment. The Prime Contractor further warrants that all Work shall be free and clear of liens, claims, security interests, or encumbrances in favor of the Prime Contractor, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work. Failure to keep Work free of liens, claims, security interests or encumbrances is grounds to make a claim against Prime Contractor's payment and performance bond to immediately remedy and defend.
If a lien or stop payment notice of any nature should at any time be filed against the Work or any District property, by any entity which has supplied material or services at Prime Contractor's request, the Prime Contractor and its Surety shall promptly, on demand by District and at Prime Contractor's and Surety's own expense, take any and all action necessary to cause any such lien or stop payment notice to be released or discharged immediately therefrom.

The District will hold funds immediately upon validation of the Stop Payment Notice until either a Release of Stop Payment Notice or a Release Bond is received. If the Prime Contractor believes the Stop Payment Notice was filed in error or is not valid, then Prime Contractor may file a Contractor's Affidavit with the District. If none of these remedies are sought, the District will withhold the funds until they are released by court action or if the subcontractor does not follow through with a suit, or not less than ten (10) days after the filing of the Stop Notice; and not more than ninety (90) days after the expiration of the period within which Stop Notices may be filed and to provide for the District's reasonable cost of any litigation pursuant to the stop payment notice.

Section 9.6 DECISIONS TO WITHHOLD PAYMENT

9.6.1 Reasons to Withhold Payment. The District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required by Section 9.4 cannot be made. The District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to:

(i) Defective Work not remedied;

(ii) Stop Payment Notices served upon the District;

(iii) Liquidated damages assessed against the Prime Contractor;

(iv) The cost of completion of the Contract if there exists reasonable doubt that the Work can be completed for the unpaid balance of any Contract Price or by the completion date;

(v) Damage to the District or other Prime Contractor;

(vi) Unsatisfactory prosecution of the Work by the Prime Contractor;

(vii) Failure to store and properly secure materials;

(viii) Failure of the Prime Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, acceptable monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed Construction Change Directives, and verified reports;

(ix) Failure of the Prime Contractor to maintain record Drawings;

(x) Erroneous estimates by the Prime Contractor of the value of the Work performed, or other false statements in an Application for Payment;

(xi) Unauthorized deviations from the Contract Documents;

(xii) Failure of the Prime Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and completion dates;

(xiii) Failure to properly pay prevailing wages as defined in Labor Code Section 1720 *et seq.*;

(xiv) Failure to properly maintain or clean up the Project Site;

(xv) Payments to indemnify, defend, or hold harmless the District;

(xvi) Any payments due to the District including but not limited to payments for failed tests, or utilities changes or permits;

(xvii) Failure to pay Subcontractor or suppliers as required by Subsection 9.8.1; or

(xviii) Failure to provide Subcontractor/supplier releases when requested.

9.6.2 Reallocation of Withheld Amounts. District may, in its discretion, apply any withheld amount to payment of outstanding claims or obligations as defined in Subsections 9.5 and 9.6.1 . In so doing, District shall make such payments on behalf of Prime Contractor. If any payment is so made by District, then such amount shall be considered as a payment made under Contract by District to Prime Contractor and District shall not be liable to Prime Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligation. District will render Prime Contractor an accounting of such funds disbursed on behalf of Prime Contractor.

If Prime Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, forty-eight (48) hours after providing written notice to the Prime Contractor, and without prejudice to any other remedy, the District may make good such deficiencies. The District shall adjust the total Contract Price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract Price (of at least 150% of the estimated reasonable value of the nonconforming Work) shall be made therefor.

9.6.3 Payment After Cure. When the grounds for declining to approve payment are eliminated or otherwise resolved, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Prime Contractor to perform in accordance with the terms and conditions of the Contract Documents.

Section 9.7 NON-CONFORMING WORK

Prime Contractor shall promptly remove from premises all Work identified by District as failing to conform to the Contract whether incorporated or not. Prime Contractor shall promptly replace and re-execute its own Work to comply with the Contract 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.

If Prime Contractor does not remove such Work which has been identified by District as failing to conform to the Contract Documents within a reasonable time, fixed by written notice, District may remove it and may store the material at Prime Contractor's expense. If Prime 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 Prime Contractor.

Section 9.8 SUBCONTRACTOR PAYMENTS

9.8.1 Payments to Subcontractors. No later than ten (10) days after receipt, or pursuant to Business and Professions Code Section 7108.5 and Public Contract Code Section 7107, the Prime Contractor shall pay to each Subcontractor, out of the amount paid to the Prime Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Prime Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

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

9.8.3 Payment Not Constituting Approval or Acceptance. An approved Application for Payment, a progress payment, or partial or entire use or occupancy of the Project by the District shall not constitute acceptance of Work not in accordance with the Contract Documents.

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

Section 9.9 CLOSE-OUT REQUIREMENTS

9.9.1 Punch-List Procedures. When the Prime Contractor considers the Work substantially complete, the Prime Contractor shall prepare and submit to the District a comprehensive list of minor or other items to be completed or corrected (hereinafter "Punch-List"). The Prime Contractor and its Subcontractors shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Prime Contractor to complete all Work in accordance with the Contract Documents.

Upon receipt of the Prime Contractor's punch-list, and not before, the Construction Manager, the Architect and the Project Inspector will inspect the Work to determine whether it or any designated portion of it is complete. If the inspection discloses any item, whether or not included on the Prime Contractor's punch-list, is not completed in accordance with the requirements of the Contract Documents, the Prime Contractor shall, before District's issuance of the Notice of Completion, complete or correct such item. The Prime Contractor shall then submit a request for an additional inspection by the District to determine Completion. When the Work or designated portion thereof is complete, the District will file a Notice of Completion.

Warranties required by the Contract Documents shall commence on the date of Completion of the Work, or designated portion thereof, unless otherwise provided in the Notice of Completion.

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

9.9.3 Record Drawings.

9.9.3.1 The intent of this procedure is to obtain an exact "as-built" record of the Work upon completion of the Project. The following information shall be carefully and correctly drawn on the prints and all items shall be accurately located and dimensioned from finished surfaces of building walls on all record Drawings:

(i) any Work not installed as originally indicated on Drawings; and

(ii) the exact location and elevations of all covered utilities, including valves, cleanouts, *et cetera*.

9.9.3.2 Prime Contractor is liable and responsible for inaccuracies in as-built Drawings, even though those may become evident at some future date.

9.9.3.3 Upon completion of the Work and as a condition precedent to approval of final payment, Contractor shall obtain the Project Inspector's acceptance of the corrected plans and specifications and provide the certification required by General Conditions section 3.10.3.4.

(i) Corrections shall be made in black, blue or red ink on a set of approved plans and specifications. Answers to RFI's that affect the approved plans or specifications shall be posted on the affected sheet. Plans and sketches that have been approved by field directive, Construction Change Directive, Change Order, Deferred Submittal or outside agency permit (public utilities, street improvements) shall be posted on the affected sheet or, where entire sheets have been replaced, the new sheet shall be collated into the set. Approved shop drawings shall be added to the record set and shall be appropriately added to the table of contents. Where it is impractical to post the change on the affected sheet, the change documents may be added to the record set by reference both on the affected sheet and by adding the change documents to the table of contents for the set. When referencing a sheet or document that has been added to the approved set, the area affected by the change shall be clouded on the original approved document. Any change documents with sheets that are smaller than the standard sheet size of the approved plans shall be copied onto a standard size sheet prior to scanning.

(ii) Once the record set of approved plans and specifications is complete and accepted by the Project Inspector and the Architect, the Contractor shall have the

entire set of approved, corrected plans electronically scanned in color, each sheet its own .pdf file and named in accordance with the sheet name and number and filed in the order of the Table of Contents on a compact DVD. Provide a Table of Contents .pdf file with active links to each file on the disk. Disks and jackets must be clearly labled with the project name and general contents. Upon completion of this task, deliver the DVD to the Architect for review and approval of the accurate compilation of the approved plans. The Contractor shall use the approved DVD to then reproduce three black and white bond copies of the entire set, (one for the school site, one for M&O and one for the Bond Program record). These three sets shall be bound with screw post fasteners using a strip of chip board both front and back as a binding and clear plastic protector sheets at the front and back of each set.

(iii) The approved corrected specifications shall be electronically scanned, each section its own .pdf file and named in accordance with the section name and number and filed in the order of the Table of Contents on a compact DVD. Provide a Table of Contents .pdf file with active links to each file on the disk. Upon completion of this task, deliver the DVD to the Architect for review and approval of the accurate compilation of the approved specifications. The Contractor shall use the approved DVD to then reproduce three black and white bond copies of the entire specification book (one for the school site, one for M&O and one for the Bond Program record). These three sets shall be bound with heavy duty three ring binders labeled with the project name on the spine.

(iv) The Contractor shall provide five copies of the two approved DVDs, (one for the school site (to be delivered to the Manager of School Facilities), one for M&O (to be delivered to the M&O front office), one for the Bond office Record (to be delivered to the Project Manager), one for the Architect and one for the Construction Manager. Contractor is to obtained hand receipts from each party and submit them to the CM.

(v) Each Operations & Maintenance Manual binder shall include plastic sleeves to receive the DVDs of the plans and specifications.

(vi) All Prime Contractors shall provide the following closeout documentation <u>in addition</u> to other required documents referenced in the General Conditions and Project Specifications:

1. (3) Complete sets of all applicable warranties; to be originals with wet signatures. Warranties shall be bound in a three-ring Warranty binder appropriately labeled on the spine and the face and including a table of contents.
2. (3) CD's containing all approved submittals; to be scanned in color.
3. (3) Complete sets of operation and maintenance manuals; to be properly bound, itemized/divided. Operation and maintenance manuals

shall be bound in a three-ring O&M binder appropriately labeled on the spine and the face and including a table of contents.

9.9.4 Maintenance Manuals. At least thirty (30) days prior to final inspection, three (3) copies of complete operations and maintenance manuals, repair parts lists, service instructions for all electrical and mechanical equipment, and equipment warranties shall be submitted. All installation, operating, and maintenance information and drawings shall be bound in 8-1/2" X 11" white binders, indexed with tabs and preceded by a table of contents. Each manual shall contain a list of Subcontractors, with their addresses and the names of persons to contact in case of emergency. Identifying labels shall provide names of manufacturers, their addresses, ratings, and capacities of equipment and machinery.

9.9.5 Inspection Requirements.

9.9.5.1 Before calling for final inspection, Prime Contractor shall determine that the following Work has been performed:

(i) The Work has been completed. Prime Contractor shall have performed its own punch-list and completed said rework.

(ii) All life safety items are completed and in working order.

(iii) Mechanical and electrical Work complete, fixtures in place, connected and ready for tryout and test. All commissioning and test and balance has been completed and reports submitted.

(iv) Electrical circuits scheduled in panels and disconnect switches labeled.

(v) Painting and special finishes completed.

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

(vii) Tops and bottoms of doors sealed.

(viii) Floors waxed and polished as specified.

(ix) Broken glass replaced and glass cleaned.

(x) Grounds cleared of Prime Contractor's equipment, raked clean of debris, and trash removed from Project Site.

(xi) Work cleaned, free of stains, scratches, and other foreign matter, replacement of damaged and broken material.

(xii) Finished and decorative Work shall have marks, dirt and superfluous labels removed.

(xiii) Final cleanup, as in Section 3.12.

9.9.5.2 Furnish a letter to District stating that a responsible representative of District (specify name and position of such person) has been instructed in working characteristics of mechanical and electrical equipment.

9.9.6 Costs of Multiple Inspections. More than two (2) requests of the District to make inspections required under Section 13.5 shall be considered an additional service of the Construction Manager and the Architect, and all subsequent costs will be invoiced to Prime Contractor and if funds are available, withheld from remaining payments.

Section 9.10 PARTIAL OCCUPANCY OR USE

9.10.1 District's Rights. The District may occupy or use any completed or partially completed portion of the Work at any stage. The District and the Prime Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. If District and Prime Contractor cannot agree as to responsibilities such disagreement shall be resolved pursuant to Subsection 4.5.1. When the Prime Contractor considers a portion complete, the Prime Contractor shall prepare and submit a punch-list to the District as provided under Subsection 9.9.1.

9.10.2 Inspection Prior to Occupancy or Use. Immediately prior to such partial occupancy or use, the District, the Prime Contractor, the Construction Manager and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.10.3 No Waiver. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of the Work not complying with the requirements of the Contract Documents.

Section 9.11 COMPLETION AND FINAL PAYMENT

9.11.1 Final Inspection. Prime Contractor shall comply with punch-list procedures under Subsection 9.9.1, and maintain the presence of Project superintendent and Project manager until the punch-list is complete to ensure proper and timely completion of the punch-list. Under no circumstances shall Prime Contractor demobilize its forces prior to completion of the punch-list. Upon receipt of Prime Contractor's written notice that all of the punch-list items have been fully completed and the Work is ready for final inspection and acceptance, Construction Manager and Architect shall inspect the Work and shall submit to Prime Contractor and District a final inspection report noting the Work, if any, required in order to complete in

accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the punch-list items not yet satisfactorily completed.

Upon completion of the Work contained in the final inspection report, the Prime Contractor shall notify the District, Construction Manager and Architect, who shall again inspect such Work. If the Construction Manager, the Architect and the District finds the Work contained in such final inspection report acceptable under the Contract Documents and, therefore, the Work fully completed, and if the Architect and the Construction Manager deem the requirements of Subsection 4.2.7 to be complete, it shall notify Prime Contractor, who shall then submit to the Architect its final Application for Payment.

Upon receipt and approval of such final Application for Payment, the Architect shall issue a final Certificate of Payment stating that to the best of its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the Architect in connection with the Work, such Work has been completed in accordance with the Contract Documents. The District shall thereupon inspect such Work and either accept the Work as complete or notify the Architect and the Prime Contractor in writing of reasons why the Work is not complete. Upon acceptance of the Work of the Prime Contractor as fully complete (which, absent unusual circumstances, will occur when the punch-list items have been satisfactorily completed), the District shall record a Notice of Completion with the County Recorder, and the Prime Contractor shall, upon receipt of payment from the District, pay the amounts due Subcontractors.

9.11.2 Retainage. The retainage, less any amounts disputed by the District or which the District has the right to withhold Pursuant to Section 9.6, shall be paid after approval of the District by the Architect's Certificate of Payment, after the satisfaction of the conditions set forth in Part 9, or up to sixty (60) days after the acceptance of the Work, occupancy of the facility or recording of the Notice of Completion by District. No interest shall be paid on any retainage, or on any amounts withheld due to a failure of the Prime Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the District and the Prime Contractor pursuant to Public Contract Code Section 22300.

9.11.3 **Procedures for Application for Final Payment**.

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

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

(ii) Each Prime Contractor shall have delivered to the District all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.

(iii) Prime Contractor must have completed all requirements set forth in Section 9.9.

(iv) Architect shall have issued a Final Certificate of Payment.

(v) The Prime Contractor shall have provided all waivers and releases as required pursuant to Article 9.4.2.3.

(vi) The Prime Contractor shall have delivered to the District all manuals and materials required by the Contract Documents.

Section 9.12 SUBSTITUTION OF SECURITIES

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code Section 22300.

PART 10
PROTECTION OF PERSONS AND PROPERTY

Section 10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 Prime Contractor Responsibility. The Prime 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 the 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 Prime Contractor's risk, with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code Section 7105(b)(2).

Prime Contractor shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the Work and shall comply with all applicable federal, State of California, 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 of California, and local codes, Prime Contractor shall furnish, erect and properly maintain at all times, as directed by District 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. Prime 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

OSHA and Cal-OSHA regulations, to comply with reporting and other occupational safety regulations and requirements, and to protect the life, safety and health of workers. The name and position of the person so designated shall be reported to District by Prime Contractor. Prime 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 OSHA or Cal-OSHA, such violation shall be corrected promptly.

10.1.2 Subcontractor Responsibility. Prime Contractor shall require that Subcontractors participate in, and enforce, the safety and loss prevention programs established by the Prime Contractor for the Project, which will cover all Work performed by the Prime Contractor and its Subcontractors. Each Subcontractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs.

10.1.3 Cooperation. All Subcontractors and material or equipment suppliers shall cooperate fully with Prime Contractor, the District, and all insurance carriers and loss prevention engineers.

10.1.4 Accident Reports. The Prime Contractor shall require that its Subcontractors report in writing to the Prime Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Project Site, resulting in any death, personal injury, or property damage. In addition, the Prime Contractor shall require that, if the accident results in death, serious injuries, or substantial damages, the Subcontractor shall report the accident to the Prime Contractor immediately after the accident by telephone, and the Prime Contractor shall then report the accident to the Construction Manager by telephone immediately after being informed of the accident. The Prime Contractor shall report all accidents, including any for which telephonic notice has been given, in writing to the Construction Manager within two (2) days of the accident. Each written accident report shall provide all relevant facts related to the occurrence, weather information, lists of witnesses, witness statements, *et cetera*.

10.1.5 First-Aid Supplies at Project Site. The Prime Contractor will provide and maintain at the Project Site first-aid supplies which comply with the current OSHA and Cal-OSHA regulations.

10.1.6 Material Safety Data Sheets and Compliance with Proposition 65. Prime Contractor is required to have material safety data sheets available in a readily accessible place at the Project Site for any material requiring a material safety data sheet per the Federal “hazard communication” standard, or employees’ “right-to-know” law. The Prime Contractor is also required to properly label any substance brought onto the Project Site, and require that any person working with the material, or within the general area of the material, is informed of the hazards of the substance and follows proper handling and protection procedures.

Prime Contractor is required to comply with the provisions of California Health and Safety Code Section 25249.5 *et seq.*, which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer. The Prime Contractor shall familiarize itself with the provisions of this Section and shall comply fully with its requirements.

10.1.7 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, chrysotile, amosite, anthophyllite, tremolite, and antinolite.

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 such Work must be removed at no additional cost to the District.

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

The asbestos removal Prime Contractor shall be an EPA-accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant, which shall have sole discretion and final determination in this matter.

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

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

Interface of Work under the Contract Documents with work containing asbestos shall be executed by the Prime Contractor at its risk and at its discretion, with full knowledge of the currently accepted standards, hazards, risks, and liabilities associated with asbestos work and asbestos-containing products. By execution of the Agreement, the Prime Contractor acknowledges the above and shall hold harmless District and its assigns for all asbestos liability that may be associated with the Work and shall instruct its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Section 10.2 <u>SAFETY OF PERSONS AND PROPERTY</u>

10.2.1 The Prime Contractor. The Prime Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

(I) Employees on the Work and other persons who may be affected thereby;

(ii) The Work, material, and equipment to be incorporated therein, whether in storage on or off the Project Site, under the care, custody, or control of the Prime Contractor, its Subcontractors or they're sub-subcontractors; and

(iii) Other property at the Project Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

10.2.2 Prime Contractor Notices. The Prime Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

10.2.3 Safety Barriers and Safeguards. The Prime Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities. The Prime Contractor shall also as necessary relocate such safety barriers to maintain a safe path of travel for staff and students. Prime Contractor shall also provide maps showing such relocations and timing of them. Upon Written notice of deficiencies in safety barriers, Prime Contractor shall immediately remedy such a hazard. The District shall have the right to remedy such a hazard within forty-eight (48) hours of written notice to the Prime Contractor and forward a deductive change order for the cost of the remedy.

10.2.4 Use or Storage of Hazardous Material. When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Prime Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Prime Contractor shall notify the District any time that explosives or hazardous materials are expected to be stored or used on the Project Site. Location of storage shall be coordinated with the District and local fire authorities.

10.2.5 Protection of Work. The Prime Contractor and Subcontractors shall continuously protect the Work, the District's property, and the property of others, from damage, injury, or loss arising in connection with operations under the Contract Documents. The Prime Contractor and Subcontractors, at their own expense, shall make good any such damage, injury, or loss, except such as may be solely due to or caused by agents or employees of the District.

The Prime Contractor, at its expense, will remove all mud, water, or other elements as may be required for the proper protection and prosecution of its Work.

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

10.2.6 Requirements for Existing Sites. Prime Contractor shall (unless waived by the District in writing):

(i) When performing construction on existing sites, become informed and take into specific account the maturity of the students on the Project 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 Prime Contractor shall comply with Specifications and directives of the District regarding the timing of certain construction activities in order to avoid unnecessary interference with District and school functions. The Prime Contractor shall be responsible for all directional and safety signage.

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

(iii) Deliver materials to building area over the route designated by Construction Manager.

(iv) Take preventive measures to eliminate objectionable dust, noise, or other disturbances.

(v) Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits or directions of Construction Manager; and not interfere with the Work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of District and Construction Manager regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on the Project Site.

(vi) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved 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 Prime Contractor.

(vii) Provide District with Prime Contractor's written safety program and safety plan for each Project Site.

10.2.7 Shoring and Structural Loading. The Prime Contractor shall not impose structural loading upon any part of the Work under construction or upon existing construction on or adjacent to the Project Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the Work. The design of all temporary construction equipment and appliances used in construction of the Work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural Steele, is the sole responsibility of the Prime Contractor. All such items shall conform with the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. The Prime Contractor shall take special precautions, such as shoring of masonry walls and temporary tie bracing of structural Steele work, to prevent possible wind damage during construction of the Work. The installation of such bracing or shoring shall not damage the Work in place or the Work installed by others. Any damage which does occur shall be promptly repaired by the Prime Contractor at no cost to the District.

10.2.8 Conformance Within Established Limits. The Prime Contractor and Subcontractors shall confine their construction equipment, the storage of materials, and the operations of workers to the limits indicated by laws, ordinances, permits, and the limits established by the District or the Prime Contractor, and shall not unreasonably encumber the premises with construction equipment or materials.

10.2.9 Subcontractor Enforcement of Rules. Subcontractors shall enforce the District's and the Prime Contractor's instructions, laws, and regulations regarding signs, advertisements, fires, smoking, the presence of liquor, and the presence of firearms by any person at the Project Site.

10.2.10 Project Site Access. The Prime Contractor and the Subcontractors shall use only those ingress and egress routes designated by the District, observe the boundaries of the Project Site designated by the District, park only in those areas designated by the District, which areas may be on or off the Project Site, and comply with any parking control program established by the District, such as furnishing license plate information and placing identifying stickers on vehicles.

Section 10.3 <u>EMERGENCIES</u>

10.3.1 Emergency Action. In an emergency affecting the safety of persons or property, the Prime Contractor shall take any action necessary, at the Prime Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Prime Contractor on account of an emergency shall be determined as provided in Part 8.

10.3.2 Accident Reports. The Prime Contractor shall promptly report in writing to the District all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details and statements of any witnesses in conformance with Subsection 10.1.4. In addition, if death, serious personal injuries, or serious property

damages are caused, the accident shall be reported in accordance with Subsection 10.1.4, immediately by telephone or messenger to the District.

Section 10.4 HAZARDOUS MATERIALS

10.4.1 Discovery of Hazardous Materials. In the event the Prime Contractor encounters or suspects the presence on the Project Site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by Section 25249.5 of the California Health and Safety Code, which has not been rendered harmless, the Prime Contractor shall immediately stop Work in the area affected and report the condition to the District, the Construction Manager and the Architect in writing, whether or not such material was generated by the Prime Contractor or the District. The Work in the affected area shall not thereafter be resumed, except by written agreement of the District and the Prime Contractor, if in fact the material is asbestos, PCB, or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, PCB, or other hazardous material, or when it has been rendered harmless by written agreement of the District and the Prime Contractor.

10.4.2 Hazardous Material Work Limitations. In the event that the presence of hazardous materials is suspected or discovered on the Project Site, the District shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The Prime Contractor shall not be required perform any Work in the affected area of the Project Site relating to asbestos, PCB, or other hazardous material, until any known or suspected hazardous material has been removed, or rendered harmless, or determined to be harmless by District, as certified by an independent testing laboratory and approved by the appropriate government agency.

10.4.3 Indemnification for Hazardous Material Caused by Prime Contractor. In the event hazardous materials on the Project Site are caused by the Prime Contractor, the Prime Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the District for any additional costs incurred as a result of Prime Contractor's generation of hazardous material on the Project Site. In addition, the Prime Contractor shall defend, indemnify and hold harmless District and its agents, officers, and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Project Site.

10.4.4 Terms of Hazardous Material Provision. The terms of this Hazardous Material provision shall survive the completion of the Work and/or any termination of the Contract.

PART 11
INSURANCE AND BONDS

Section 11.1 PRIME CONTRACTOR'S LIABILITY INSURANCE

11.1.1 Insurance Requirements. Before the commencement of the Work, the Prime Contractor shall purchase from and maintain in a company or companies lawfully authorized to

do business in California as admitted carriers or approved surplus lines with a financial rating of at least A- status as rated in the most recent edition of Best's Insurance Reports or as otherwise set forth in the Special Conditions, such insurance as will protect the District from claims set forth below, which may arise out of or result from the Prime Contractor's operations under the Contract and for which the Prime Contractor may be legally liable, whether such operations are by the Prime Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(i) Claims for damages arising from bodily injury, sickness, disease, or death of any person requiring, as an employee claim, indemnification and coverage of the District;

(ii) Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Prime Contractor or by another person;

(iii) Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;

(iv) Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;

(v) Claims involving contractual liability applicable to the Prime Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Prime Contractor and the Subcontractors;

(vi) Claims involving completed operations, independent contractors' coverage, and broad-form property damage, without any exclusions for collapse, explosion, demolition and abatement, underground coverage, and excavating (XCU); and

(vii) Claims involving sudden or accidental discharge of contaminants or pollutants.

11.1.2 Subcontractor Insurance Requirements. The Prime Contractor shall require its Subcontractors to take out and maintain similar public liability insurance and property damage insurance required under Subsection 11.1.1 in like amounts. A "claims made" or modified "occurrence" policy shall not satisfy the requirements of Subsection 11.1.1 without prior written approval of the District.

11.1.3 Additional Insured Endorsement Requirements. The Prime Contractor shall name, on any policy of insurance required under Section 11.1, the District, Construction Manager, Architect, Project Inspector, the State of California, their officers, employees, agents and independent contractors as additional insureds. Subcontractors shall name the Prime Contractor, the District, Construction Manager, Architect, Project Inspector, and the State of California, their officers, employees, agents and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be a CG 2010 1185 form and state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Prime Contractor pursuant to Subsection 11.1.1 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. Contractor shall also provide contractual liability coverage equivalent to ISO Form CG 00 01.

Section 11.2 WORKERS' COMPENSATION INSURANCE

During the term of the Contract, the Prime Contractor shall provide workers' compensation insurance for all of the Prime Contractor's employees engaged in Work under the Contract on or at the Project Site and, in case any of the Prime Contractor's Work is subcontracted, the Prime 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 Prime Contractor's insurance. In case any class of employees engaged in Work under the Contract on or at the Project Site is not protected under the Workers' Compensation laws, the Prime Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Prime Contractor shall file with the District certificates of insurance as required under Section 11.6 and in compliance with Labor Code Section 3700.

Section 11.3 BUILDER'S RISK - "ALL RISK" INSURANCE

The Prime Contractor will procure and maintain Builder's Risk, Course of Construction or similar property coverage for the Project. Such insurance will have a $5,000 deductible.

Section 11.4 FIRE INSURANCE

The Prime Contractor will procure and maintain fire insurance for the Project. The Prime Contractor also shall be responsible for providing its own insurance for tools, equipment and other materials not intended to become a permanent component of the Project.

Section 11.5 OTHER INSURANCE

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

Section 11.6 PROOF OF INSURANCE

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

(i) 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."

(ii) 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.

(iii) Certificates of insurance shall clearly state that the District, Construction Manager and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by District.

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

Section 11.7 COMPLIANCE

In the event of the failure of any Prime Contractor to furnish and maintain any insurance required by this Part 11, the Prime Contractor shall be in default under the Contract. Compliance by Prime Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Prime Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the District, Construction Manager and the Architect.

Section 11.8 WAIVER OF SUBROGATION

Prime Contractor waives (to the extent permitted by law) any right to recover against the District, Construction Manager and the Architect 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 Prime 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.

Section 11.9 PERFORMANCE AND PAYMENT BONDS

11.9.1 Bond Requirements. Prior to commencing any portion of the Work, the Prime 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 Prime 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 Prime Contractor will release the Surety. If the Prime Contractor fails to furnish the required bonds, the District may terminate the Contract for cause.

11.9.2 Surety Qualification. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure Section 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.

11.9.3 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 Section 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.

PART 12
UNCOVERING AND CORRECTION OF WORK

Section 12.1 UNCOVERING OF WORK

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

12.1.2 Costs for Inspections not Required. If a portion of the Work has been covered which the Construction Manager, the Project Inspector or the Architect has not specifically requested to observe prior to its being covered, the Construction Manager, the Project Inspector or the Architect may request to see such Work, and it shall be uncovered by the Prime Contractor. If such Work is in accordance with the Contract Documents, costs to uncover and replace shall, by appropriate Change Order, be charged to the District. If such Work is not in accordance with Contract Documents, the Prime Contractor shall pay such costs unless the condition was caused by the District or a separate Prime Contractor, in which event the District shall be responsible for payment of such costs to the Prime Contractor.

Section 12.2 CORRECTION OF WORK

12.2.1 Correction of Rejected Work. The Prime Contractor shall promptly correct the Work rejected by the Project Inspector or the District upon recommendation of the Construction Manager or the Architect as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Prime Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Project Inspector's or the Architect's services and expenses made necessary thereby.

12.2.2 Two-Year Warranty Corrections. If, within two (2) years after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established under Section 9.11.1, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Prime Contractor shall correct it promptly after receipt of written notice from the District to do so unless the District has previously given the Prime Contractor a written acceptance of such condition. This two (2) year period shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation under this Subsection 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition. This Subsection shall not limit or reduce the length of any warranties or guaranties required by the Contract Documents to have a duration of more than one (2) years.

12.2.3 District's Rights if Prime Contractor Fails to Correct. If the Prime Contractor fails to correct nonconforming Work within a reasonable time, the District may correct it in accordance with Section 9.7.

PART 13
MISCELLANEOUS PROVISIONS

Section 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

Section 13.2 SUCCESSORS AND ASSIGNS

The District and the Prime Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without prior written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

Section 13.3 WRITTEN NOTICE

In the absence of specific notice requirements in the Contract Documents, written notice shall be deemed to have been duly served if delivered in person to the individual, member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

Section 13.4 RIGHTS AND REMEDIES

13.4.1 Duties and Obligations Cumulative. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

13.4.2 No Waiver. No action or failure to act by the Project Inspector, the District, the Construction Manager or the Architect shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

Section 13.5 TESTS AND INSPECTIONS

13.5.1 Compliance. Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Title 24, and with all other applicable laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

13.5.2 Independent Testing Laboratory. The District will select and pay an independent testing laboratory to conduct all tests and inspections. Selection of the materials required to be tested shall be made by the laboratory or the District's representative and not by the Prime Contractor. Any costs or expenses of inspection or testing incurred outside of a fifty (50) mile radius from the Project Site or not located in a contiguous county to the Project Site, whichever distance is greater, shall be paid for by the District, invoiced by the District to the Prime Contractor, and deducted from the next Progress Payment.

13.5.3 Advance Notice to Project Inspector. The Prime Contractor shall notify the Project Inspector a sufficient time in advance of its readiness for required observation or inspection so that the Project Inspector may arrange for same. The Prime Contractor shall

notify the Project Inspector a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in order that the Project Inspector may arrange for the testing of the material at the source of supply.

13.5.4 Testing Off-Site. Any material shipped by the Prime Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Project Inspector that such testing and inspection will not be required, shall not be incorporated in the Work.

13.5.5 Additional Testing or Inspection. If the Construction Manager, the Project Inspector, the Architect, the District, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under Section 13.5.1, the Project Inspector will, upon written authorization from the District, make arrangements for such additional testing, inspection, or approval. The District shall bear such costs except as provided in Section 13.5.7.

13.5.6 Costs for Retesting. If such procedures for testing, inspection, or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Prime Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's and Construction Manager's services and expenses. Any such costs shall be paid by the District, invoiced to the Prime Contractor, and deducted from the next Progress Payment.

13.5.7 Costs for Premature Test. In the event the Prime Contractor requests any test or inspection for the Project and is not completely ready for the inspection, the Prime Contractor shall be invoiced by the District for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Construction Manager's, the Project Inspector's and Architect's fees and expenses, and the amount of the invoice of shall be deducted from the next Progress Payment.

Section 13.6 <u>TRENCHES AND OTHER EXCAVATIONS</u>

13.6.1 Trenches or Excavations Deeper Than Four Feet.

13.6.1.1 The provisions of this Subsection 13.6.1 shall be effective only if the Project involves digging trenches or other excavations that extend deeper than four (4) feet below the surface of the Project Site.

13.6.1.2 The Prime Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (i) material that the Prime Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (ii) subsurface or latent physical conditions at the Project Site differing from those indicated, including geological, soils, and or water table issues

that impede construction or increase the construction cost; and/or (iii) unknown physical conditions at the Project Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

13.6.1.3 The District shall promptly investigate the conditions identified by the Prime Contractor pursuant to Article 13.6.1.2 of this Section. If the District determines that such conditions exist and cause a decrease or increase in the Prime Contractor's cost of, or the time required for, performance of the Contract, the District shall issue a Change Order in accordance with the procedures set forth in these General Conditions. If asbestos-related work or hazardous substance removal is required that is not disclosed in the Contract Documents, such work shall be performed pursuant to a contract separate from any other Work to be performed as required by Section 25914.2 of the Health and Safety Code, as may from time to time be amended.

13.6.1.4 In the event a dispute arises between the District and the Prime Contractor in regard to whether any condition identified by the Prime Contractor pursuant to Article 13.6.1.2 of this Section actually exists, or causes a decrease or increase in the Prime Contractor's cost of, or time required for, performance of the Contract, the Prime Contractor shall not be excused from completing the Project in accordance with the Project schedule, but shall proceed with all Work to be performed pursuant to the Contract Documents. However, the Prime Contractor may file a Claim as provided in these General Conditions.

13.6.2 **Trenches Deeper Than Five Feet.**

13.6.2.1 *Statutory Requirement.* Pursuant to Labor Code Section 6705, if the Contract Price exceeds $25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Prime Contractor shall, in advance of excavation, submit to the District or a registered civil or structural engineer employed by the District or Architect, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

13.6.2.2 *Excavation Safety.* If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or by the person to whom authority to accept has been delegated by the District.

13.6.2.3 *No Tort Liability of District.* Nothing in Labor Code Section 6705 or this Subsection 13.6.2 shall be construed to impose tort liability upon the District or any of its employees.

13.6.3 No Excavation Without Permits. The Prime Contractor shall not commence any excavation Work until it has secured all necessary permits including the required OSHA and

Cal-OSHA excavation/shoring permits. Any permits shall be prominently displayed on the Project Site prior to the commencement of any excavation.

Section 13.7 WAGE RATES, TRAVEL, AND SUBSISTENCE

13.7.1 Wage Rates. This Project is a public work and is subject to the payment of prevailing wages. Pursuant to the provisions of Article 2 (commencing at Section 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the Governing Board has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public Work is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations ("Director"). These rates are on file with the Clerk of the Governing Board, and copies will be made available to any interested party on request. The Prime Contractor shall post a copy of such wage rates at the Project Site.

13.7.2 Holiday and Overtime Pay. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1-1/2) times the above specified rate of per diem wages, unless otherwise specified.

13.7.3 Wage Rates Not Affected by Subcontracts. The Prime 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 Prime Contractor or any Subcontractor and such workers.

13.7.4 Travel and Subsistence. The Prime Contractor shall pay and shall cause to be paid to each worker needed to execute the Work on the Project travel and subsistence payments, as such travel and subsistence payments are defined by the Department of Industrial Relations in accordance with Labor Code Section 1773.1.

13.7.5 Forfeiture and Payments. Pursuant to Labor Code Section 1775, the Prime Contractor shall pay a penalty to the District for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages, determined by the Director, for such craft or classification in which such worker is employed for any Work done under the Agreement by the Prime 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 the Prime Contractor's mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of per diem wage, the previous record of the Prime Contractor in meeting its prevailing rate of per diem wage obligations, or the Prime Contractor's willful failure to pay the correct prevailing rate of per diem wages. A mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of per diem wage is not excusable if the Prime Contractor had knowledge of it or the obligations under this part. The difference between such prevailing rate of per diem wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of per diem wage shall be paid to each worker by the Prime Contractor.

Section 13.8 RECORD OF WAGES PAID: INSPECTION

13.8.1 Application of Labor Code. Pursuant to Section 1776 of the Labor Code:

(i) The Prime Contractor and each 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 Work.

(ii) The payroll records enumerated under subdivision (i) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Prime Contractor on the following basis:

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

(b) A certified copy of all payroll records enumerated in subdivision (i) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(c) A certified copy of all payroll records enumerated in subdivision (i) 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 either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to subparagraph (ii), the requesting party shall, prior to being provided the records, reimburse the costs of the preparation by the Prime 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 Prime Contractor.

(iii) 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.

(iv) The Prime Contractor shall file a certified copy of the records enumerated in subdivision (i) with the entity that requested such records within ten (10) days after receipt of a written request.

(v) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated in

such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the contractor awarded or performing the contract shall not be marked or obliterated.

(vi) The Prime Contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (i), including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

(vii) The Prime Contractor shall have ten (10) days in which to comply, subsequent to receipt of written notice requesting the records enumerated in subdivision (i). In the event that the Prime Contractor fails to comply within the ten (10) day period, the Prime Contractor shall, as a penalty to the District, forfeit One Hundred Dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Labor Standards Enforcement, such penalties shall be withheld from the progress payments then due.

THE PRIME CONTRACTOR IS FULLY RESPONSIBLE FOR COMPLIANCE WITH THE REQUIREMENTS OF THIS SECTION 13.8 AND SECTIONS 13.7 AND 13.9.

Section 13.9 APPRENTICES

13.9.1 Apprentice Wages and Definitions. All apprentices employed by the Prime Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade to which he or she is registered, and as determined by the Director, 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 Section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprenticeship agreements under Chapter 4 (commencing with Section 3070) of Division 3, are eligible to be employed under the 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.

13.9.2 Employment of Apprentices. Prime Contractor shall comply with the requirements of Labor Code Section 1777.5. When the Prime Contractor to whom the Contract is awarded by the District, or any Subcontractor, in performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Prime Contractor and Subcontractor shall apply to the appropriate and approved joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the Project Site, for a certificate approving the Prime Contractor or Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. The joint apprenticeship committee or committees, subsequent to approving the subject Prime Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Prime Contractor or Subcontractor in order to comply with this Section. The Prime Contractor and each Subcontractor shall submit the Contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed

under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the crafts or trade in the area of the Project Site to ensure equal employment and affirmative action and apprenticeship for women and minorities. The Prime Contractor and Subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen shall be in accordance with Labor Code Section 1777.5.

13.9.2.1 *Apprenticeable Craft or Trade*. "Apprenticeable craft or trade" as used in this Part means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council.

13.9.3 Apprentice Fund. The Prime Contractor or any Subcontractor that, 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 Site. The Prime Contractor or Subcontractor may take as a credit for payments to the Council any amounts paid by the Prime Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project Site. The Prime Contractor or Subcontractor may add the amount of the contributions in computing its bid for the Contract.

13.9.4 Prime Contractor Compliance. The Prime Contractor is responsible for compliance with this Section 13.9 and Section 1777.5 of the Labor Code for all apprenticeable occupations.

Section 13.10 <u>ASSIGNMENT OF ANTI-TRUST CLAIMS</u>

13.10.1 Application. Pursuant to Public Contract Code Section 7103.5 , in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Prime 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 Prime 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.

13.10.2 Assignment of Claim. 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 Part 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.

Section 13.11 STATE AUDIT

Pursuant to and in accordance with the provisions of Government Code § 8546.7, if the Contract involves an expenditure of public funds in excess of $10,000, the District and the Prime Contractor are subject to examination and audit by the State of California for a period of three (3) years after final payment is made under the Contract. The Prime Contractor shall preserve all records related to the Project (financial and otherwise) for such three (3) year period or, if an audit is commenced within such period, until the audit is complete. The Prime Contractor shall require that each of its Subcontractors preserve all records related to the Project for such three (3) year period or, if an audit is commenced within such period, until the audit is complete.

Section 13.12 STORM WATER RUN-OFF

13.12.1 Local Agency Requirements. The Prime Contractor shall, as necessary in connection with the Work, comply with the applicable requirements of the County, any drainage or storm water district, or other local agency with jurisdiction in regard to discharges of storm water to storm-drain systems or watercourses, including, without limitation, requirements of applicable municipal storm water management programs. It is the Prime Contractor's obligation to ascertain the National Pollutant Discharge Elimination System ("NPDES") and Water Pollution Prevention Plan ("SWPPP") requirements, but the Construction Manager may provide assistance.

13.12.2 NPDES Permit Requirements. The Prime Contractor shall, as necessary in connection with the Work, comply with all requirements of any applicable NPDES permit and Storm SWPPP. It is the Prime Contractor's obligation to ascertain the NPDES and SWPPP requirements, but the Construction Manager may provide assistance. The Prime Contractor shall not disturb any on-site or off-site run-off control measures in place for the Project, and shall replace and/or restore any such control measures damaged in connection with the Work being performed on behalf of the Prime Contractor, as required by the Construction Manager. Failure to comply with the NPDES permit or the SWPPP is a violation of federal and/or State law. The Prime Contractor shall indemnify, defend and hold-harmless each District Indemnitee, in accordance with the Contract Documents, with respect to any noncompliance with the NPDES permit or the SWPPP.

13.12.3 Responsibility for NPDES Permit and SWPPP. If this Subsection 13.12.3 is made applicable as set forth in the Special Conditions, the Prime Contractor shall be responsible for filing a "Notice of Intent" and obtaining coverage under the applicable NPDES permit for the Project, and for preparing, obtaining approvals of, implementing and monitoring a SWPPP for the Project. The Prime Contractor shall provide a draft of the SWPPP to the District

as soon as practicable after execution of the Contract, which shall be subject to review by the Construction Manager.

(i) The Prime Contractor shall be required to comply with all conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. Prime Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. The Prime Contractor shall be solely responsible for preparing and implementing a SWPPP prior to initiating Work. In bidding on this Contract, it shall be the Prime Contractor's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. The Prime Contractor shall comply with all requirements of the State Water Resources Control Board. The Prime Contractor shall include all costs of compliance with specified requirements in the Contract amount.

(ii) The Prime Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit and the SWPPP. Prime Contractor shall provide copies of all reports and monitoring information to the District Representative, Architect, and Construction Manager. The Prime Contractor shall provide to the District a copy of the NPDES permit (and all supporting rules and orders) and, after final approval, a copy of the SWPPP. The Prime Contractor shall implement and comply with all provisions of the NPDES permit, the SWPPP and other requirements of the State Water Resources Control Board in connection with the Work, including, without limitation, the standard provisions, monitoring and reporting requirements as required by the NPDES permit.

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

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

(v) Failure to comply with the Permit is in violation of federal and state law. The Prime Contractor hereby agrees to indemnify and hold harmless District, its

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

(vi) The Prime Contractor shall be responsible for removal and clean-up of all run-off and other control measures upon completion of the Work.

PART 14
TERMINATION OR SUSPENSION OF THE CONTRACT

Section 14.1 TERMINATION BY THE PRIME CONTRACTOR FOR CAUSE

14.1.1 Grounds for Termination. The Prime Contractor may terminate the Contract if the Work is stopped for a period of one-hundred and twenty (120) consecutive days through no act or fault of the Prime Contractor, a Subcontractor, a sub-subcontractor, their agents or employees, or any other persons performing portions of the Work for whom the Prime Contractor is contractually responsible, and the Work is stopped as a result of:

(i) Issuance of an order of a court or other public authority having jurisdiction; or

(ii) An act of government, such as a declaration of national emergency.

14.1.2 Notice of Termination. If one of the above reasons exists and more than one hundred twenty (120) days has elapsed without any Work being performed, the Prime 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 Construction Manager or the Architect with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages.

Section 14.2 TERMINATION BY THE DISTRICT FOR CAUSE

14.2.1 Grounds for Termination. The District may terminate the Contract and/or the Prime Contractor's right to proceed with the Work under the Contract if the Prime Contractor:

(i) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

(ii) Persistently or repeatedly is absent, without excuse, from the Project Site;

(iii) Fails to make payment to Subcontractors;

(iv) Unreasonably or persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or

(v) Otherwise is in substantial breach of a provision of the Contract Documents.

14.2.2 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 Prime Contractor and the Prime Contractor's Surety, if any, written notice of seven (7) days, terminate the Contract and/or the Prime Contractor's right to proceed with the Work under the Contract and may, subject to any prior rights of the Surety:

(i) Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Prime Contractor;

(ii) Accept assignment of subcontracts; and

(iii) Complete the Work by any reasonable method the District may deem expedient.

14.2.3 Payments Withheld. If the District terminates the Contract for one of the reasons stated in Subsection 14.2.1, the Prime Contractor shall not be entitled to receive further payment until the Work is complete.

14.2.4 Payments Upon Completion. If the unpaid balance of the Contract Price exceeds costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Prime Contractor. If such costs exceed the unpaid balance, the Prime Contractor shall pay the difference to the District. The amount to be paid to the Prime Contractor, or District, as the case may be, shall be certified by the Construction Manager or the Architect upon application. This payment obligation shall survive completion of the Contract.

Section 14.3 <u>TERMINATION FOR CONVENIENCE OF DISTRICT</u>

District, without need for cause, may terminate the Contract upon fifteen (15) calendar days of written notice to the Prime Contractor. In such a case, the Prime 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). The Prime Contractor shall remain liable in accordance with the Contract Documents for all Work performed prior to termination.

Section 14.4 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 Section 14.2, do any of the following:

(i) Permit the Prime Contractor to continue under the 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 Prime Contractor to the District on demand;

(ii) If the workmanship performed by the Prime Contractor is faulty or defective materials are provided, erected or installed, then the District may order the Prime 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 Prime 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 Prime Contractor; or

(iii) Initiate procedures to declare the Prime Contractor a non-responsible bidder for a period of two (2) to five (5) 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 Prime Contractor is ordered to replace any faulty workmanship or defective materials pursuant to subdivision (ii) above, the Prime Contractor shall replace the same with new Work or materials approved by the Construction Manager, the Architect and the District, and, at its own cost, shall repair or replace, in a manner and to the extent the Construction Manager, 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 Section 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 Prime Contractor that the remedies set forth in this Section are in addition to, and not in lieu of, any other rights or remedies that the District may have at law or in equity.

Project Closeout
(For Reference)

Item	GC Paragraph	
1	9.9.4	Contractor delivers O&M manuals to District at least 30 day prior to final inspection
2	9.9.1	prime contractor considers work substantially complete
3	9.9.1	prime contractor prepares and submits comprehensive list of items to be completed/corrected (Punch list)
4	9.9.1	prime contractor and sub-contractors complete items on punch list
5	9.9.1	CM inspect the Work
6	9.9.1	Arch inspect the Work
7	9.9.1	IOR inspect the Work
8	9.9.1	Contractor completes work identified by CM, AOR and IOR
9	9.9.5.1	Contractor performs punch list and completes work.
	iii	All commissioning & T&B is completed and reports submitted
	iv	All electrical circuits are scheduled and disconnects are labeled
	v	Complete painting
	vi	Doors complete with hardware and relieved of sticking and binding
	viii	Tops and bottoms of doors sealed
	viii	Floors completed as specified
	ix	Broken glass replaced and glass cleaned.
	x	Grounds cleared of equipment, raked clean of debris and trash removed
	xiii	Work cleaned
	xiii	Remove marks, dirt and labels from Finish work
	xiii	Final clean
10	9.9.1	Contractor submits request for additional inspection
11	9.9.1	IOR determines whether complete or not - repeat process until complete
12	9.11.1	Contractor provides written notice that all punch items are complete
13	9.11.1	CM and AOR perform final inspection
14	9.11.1	CM & AOR provide final inspection report to District and Contractor
15	9.11.1	Contractor completes work identified by CM and AOR if any and notifies the District, CM and Architect
16	9.11.1	District, CM and AOR inspect the work
	4.2.7 &	
17	9.11.1	CM and AOR determine date of completion and notify the District and Contractor
18	9.9.1	CM prepares and District files Notice of Completion
19	9.9.3.3	Contractor obtains Inspector's acceptance of corrected plans & specs
20	9.9.3.3	Contractor obtains Architect's acceptance of corrected plans & specs
21	9.9.3.3	Contractor scans plans and specifications to create .pdf's
22	n/a	Contractor obtains approval of scanned documents for accuracy of the compilation from Architect
23	n/a	Contractor produces three sets of black and white bond copies from the compiled pdf's
24	n/a	Contractor produces and delivers five sets of DVDs
	9.10.3.4	Contractor provides Record Drawing certification
25	9.9.6	Contractor provides letter to District identifying District personnel trained in the various systems.
26	9.11.1	Contractor submits final application for payment
	i	corrections completed

		iii	delivered guarantees, warranties, applications, and bonds
		iii	completed all items above
		iv	AOR issues final Certificate for Payment
		v	provide all unconditional and conditional releases per 9.4.2.3
		vi	Deliver to District all manuals and materials required by the contract including Certification per section 3.10.3.5
27	n/a		Contractor files DSA form 6
28	n/a		Contractor requests Owner to file NOT with SWRCB
29	4.2.7		Architect and CM issue final certificate for payment
30	n/a		Contractor submits application for release of retention

GROSSMONT UNION HIGH SCHOOL DISTRICT

MT MIGUEL SCIENCE BUILDING
MULTI PRIME
CN-4067 TO CN-4073

SECTION 00720
SPECIAL CONDITIONS

(00720)
SPECIAL CONDITIONS

A. **TIME OF PERFORMANCE:** The work shall be commenced on the date stated in the District's Notice to Proceed (which date will be not less than five (5) consecutive calendar days from and after the date of the (Preliminary) Notice of Award) and shall be completed within 139 working days from and after the date stated in such notice to proceed, **and in accordance with the scheduled dates as specified below.** Construction period includes five (5) rain days and five (5) quiet/testing days. The District will have ownership of these rain and quiet days. District and Contractor each hereby stipulate that the stated performance period is accepted as reasonable and that no other performance period shall be acceptable unless accepted in writing (See Article 2 of Agreement and **Sections 8.3 and 8.4** of General Conditions.)

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

1. See Bid Schedule for all required dates.

2. The contractor acknowledges that it fully understands the Project work to be performed has been scheduled by the District for a specific time period. In addition, the Contractor acknowledges that it fully understands that scheduling has been established for this Project in order to promote the best usage of school facilities and to timely provide an appropriate learning environment for students to the fullest extent possible. With these understandings in mind, pursuant to **Sections 14.2 and 14.3** of the General Conditions regarding the District's Right to Terminate Contract, it is acknowledged and understood by the Contractor that it is a substantial violation of the Contract for the Contractor to fail to provide all submittals in the time specified and identified. Furthermore, it is acknowledged and understood by the Contractor that it is a substantial violation of the Contract for the Contractor to fail to provide a full work crew or properly skilled workers with proper and sufficient materials and equipment from the first day of Project work scheduled as specified in the District's Notice to Proceed.

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

B. **LIQUIDATED DAMAGES**

Liquidated Damages – Submittals: If technical submittals, contract, bonds, and certificates of insurance are not received by the District within the scheduled time period, the agreed liquidated damages established in **Section 8.4** of the General Conditions is Fifty Dollars ($50.00) per day for each calendar day the start date is delayed.

Liquidated Damages – Time of Completion: If work under this contract is not complete within the specified time period, the agreed liquidated damages established in **Section 8.4** of the General Conditions is One-Thousand Dollars ($1,000.00) per day for each calendar day the completion date is delayed.

C. **DOCUMENTS FURNISHED:** The number of copies of drawings and specifications to be furnished to Contractor free of charge, per **Section 3.10** of the General Conditions, is **two (2).** Additional copies of the drawings are the responsibility of the contractor.

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

E. **INSURANCE:** Comply with insurance requirements as provided in **Section 11.1** PRIME CONTRACTOR'S LIABILITY INSURANCE of the General Conditions. Before the commencement of the Work, the Prime Contractor shall purchase from and maintain, in a company or companies lawfully authorized to do business in California with a financial rating of at least **A-** status as rated in the most recent edition of Best's Insurance Reports, such insurance as will protect the District from claims set forth below, which may arise out of or result from the Prime Contractor's operations under the Contract and for which the Prime Contractor may be legally liable, whether such operations are by the Prime 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:

For Contracts up to $500,000 the following limits apply:	**Contractor**	**Subcontractor**
Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than:	$ 1,000,000.00	$ 1,000,000.00
Project Specific Aggregate (for this project only)	$ 2,000,000.00	$ 2,000,000.00
OR		
Commercial General Liability and Property Damage Insurance (including automobile insurance) which provides limits of not less than:		
(a) Per occurrence (combined single limit)	$ 1,000,000.00	$ 1,000,000.00
(b**) Project Specific Aggregate** (for this project only)	$ 2,000,000.00	$ 2,000,000.00
(c) Products/Completed Operations	$ 1,000,000.00	$ 1,000,000.00
(d) Personal & Advertising Injury limit	$ 1,000,000.00	$ 1,000,000.00

For Contracts from $500,000 - $1 Million the following limits apply:	**Contractor**	**Subcontractor**
Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than:	$ 2,000,000.00	$ 2,000,000.00
Project Specific Aggregate (for this project only)	$ 3,000,000.00	$ 3,000,000.00
OR		
Commercial General Liability and Property Damage		

Insurance (including automobile insurance) which provides limits of not less than:		
(a) Per occurrence (combined single limit)	$ 2,000,000.00	$ 2,000,000.00
(b) Project Specific Aggregate (for this project only)	$ 3,000,000.00	$ 3,000,000.00
(c) Products/Completed Operations	$ 2,000,000.00	$ 2,000,000.00
(d) Personal & Advertising Injury limit	$ 2,000,000.00	$ 2,000,000.00

For Contracts greater than $1 Million the following limits apply:	**Contractor**	**Subcontractor**
Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than:	$ 3,000,000.00	$ 3,000,000.00
Project Specific Aggregate (for this project only)	$ 5,000,000.00	$ 5,000,000.00
OR		
Commercial General Liability and Property Damage Insurance (including automobile insurance) which provides limits of not less than:		
(a) Per occurrence (combined single limit)	$ 3,000,000.00	$ 3,000,000.00
(b) Project Specific Aggregate (for this project only)	$ 5,000,000.00	$ 5,000,000.00
(c) Products/Completed Operations	$ 3,000,000.00	$ 3,000,000.00
(d) Personal & Advertising Injury limit	$ 3,000,000.00	$ 3,000,000.00

Certificate Holder: Certificate Holder shall be Grossmont Union High School District.

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

a. Automotive and truck, where operated, in automobile amounts above;
b. Material hoist, where used, in automobile amounts above.

F. **EXECUTED COPIES:** The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond for Public Works required is **two (2).**

G. **LICENSE CLASSIFICATION:** Each bidder shall be a licensed Contractor pursuant to the Business and Professions Code and shall be licensed in the following classification:

See Notice to Bidders

H. **FINGERPRINTING:** Pursuant to the provisions of **Section 3.3** of the General Conditions, District Determination of Fingerprinting Requirement Application is as follows:

The District has considered the totality of the circumstances concerning the Project and has determined that the Contractor, Sub-Contractors, and their respective employees:

Fingerprinting and background checks ARE required of all Contractors' jobsite supervisors. This information shall be readily available to view by the District at any time.

Contractor must provide certification of Department of Justice Clearance for job site supervisor's employed by the Contractor and all its Subcontractors obtained through LiveScan. Clearance must be obtained using the Contractor's ORI (Origination Number). Local agency clearances including but not limited to DMV, Police Department, and San Diego Sheriff are not acceptable.

When necessary, the District may call for fingerprinting of all employees if there will be more than limited contact with school students.

I. **TEMPORARY FACILITIES/UTILITY USAGE:** Contractor shall provide temporary power/utilities from other sources to all trailers and work spaces as required to complete the work listed in these documents. This includes but is not limited to water, electrical, gas, sewer, phones/data systems. Contractor shall not use District utilities.

J. **LABOR COMPLIANCE**: Contractor is to submit certified payroll records (CPRs) to the Department of Industrial Relations ("DIR") Labor Commissioner and awarding body. Visit the DIR website for additional information at:
http://www.dir.ca.gov/Public-Works/SB854.html

Contractor is to retain all certified payrolls for a period of no less than (5) five years from date of completion as noted in the General Conditions.

K. **STORM WATER POLLUTION PREVENTION PLAN:** Contractor shall upon receipt of the Notice to Proceed, contact the District to coordinate the filing of the Notice of Intent for the Storm Water Permit with the Legally Responsible Party ("LRP") in accordance with General Conditions Section 13.12.3 and shall make payment of the application fee and any annual renewal fees directly to the State Water Resources Control Board ("SWRCB"). Responsibility for obtaining the required storm water permit remains with the Contractor and as such, the Contractor shall facilitate and coordinate any actions required of the District in obtaining the permit. Similarly, the Contractor shall, as part of their closeout requirements, coordinate the filing of the Notice of Termination with the District. District shall reimburse Contractor for any fees paid to SWRCB.

L. **SAFETY/SECURITY:** Site safety and security is the responsibility of the Contractor per Section 10, Protection of Persons and Property until achievement of Substantial Completion. The Contractor is to conduct safety meetings once per week with the Contractor's employees, subcontractors and any tiers thereof. **Minutes of the safety meetings are to be submitted to the Construction Manager ("CM") on that date's Daily Report, prior to approval of monthly pay requests**. In addition, the General

Contractor must provide the CM and Inspector of Record with a copy of its safety plan, SWPPP Plan, MSDS sheets/binder, and copies of safety plans from each of the General Contractor's subcontractors at the start of the Project. The General Contractor is required to keep the school site and the construction zone in a clean, safe and secure condition.

M. **DISTRICT STANDARDS:** The District has made a finding that certain brands or trade names are necessary in order to maintain conformity among its campuses, to maintain compatibility with existing systems, and to streamline maintenance and parts storage, so substitutions will only be permitted as described in the General Conditions and the Resolutions are included at the end of the Special Conditions. Executed copies of the resolutions are available at the District's Purchasing Department.

N. AS-BUILT DRAWINGS

General Contractor shall maintain a clean, undamaged set of contract drawings and shop drawings, in addition to maintaining one complete set of record drawings in the Construction Manager's/Inspector of Record's office. Prior to approval of monthly pay requests, CM Project Superintendent, the Inspector of Record, and the Architect will verify the as-built drawings and updating of project record drawings in the CM trailer.

The General Contractor shall be monetarily responsible for reproduction of the final record set of drawings (as-builts) for all category scopes of work at the conclusion of the project.

O. WARRANTY

In addition to all applicable manufacturers' warranties required per the Technical Specifications, the Prime Contractor as well as all subcontractors shall utilize the attached workmanship/installation warranty form and deliver a completed warranty form for their portion of the work to the CM prior to final payment.

P. DEFINITIONS General Conditions section 1.2 Definitions is hereby supplemented as follows:

1. Substantial Completion: The date upon which all items of work have been provided and are considered complete by the Contractor. The Inspector of Record and the Construction Manager shall also concur that all items of work have been provided. Or, if mutually agreed between the District and the Contractor, the date upon which the District takes occupancy of the facility. Partial occupancy, per Section 9.10, shall not be considered Occupancy for the purpose of establishing the date of Substantial Completion. The District shall not be obligated to Occupy the facility if all items of work have not been completed. Alternatively, the date upon which the District accepts the work shall be considered the date of substantial completion.

2. Final Completion: The date when all punch list items have been cleared by the Inspector of Record and all other contractual requirements, including but not limited to, all testing, inspections, reports, record documents, sitework, software, programming, and any incomplete Change Order documents have been completed to the satisfaction of the Construction Manager, District and Architect in accordance with Section 9.11.

3. Construction Period: Beginning on and including the Notice to Proceed date and ending on and including the Final Completion Date as indicated in the original Contract Schedule as amended from time to time by appropriate Change Order.

Q. INSPECTIONS

General Conditions section 13.5.2 is hereby supplemented as follows: All shop fabricated steel requires continuous inspection by a DSA certified inspector provided by the Owner. One inspector is capable of observing as many as ten welders simultaneously depending on the shop and project conditions. Consequently, the Contractor is expected to provide sufficient manpower during shop fabrication to keep the Inspector fully engaged. For this purpose, the Contractor shall provide an average of six welders per inspector per day. Should the average number of welders be less than six per day, the Contractor shall be back charged through the change order process on a prorated basis. For example, if the Contractor only provides 5 welders per day on average, one sixth of the cost of inspection shall be back charged to the Contractor. Similarly, field welding operations that require continuous inspection shall be staffed in the same way as shop welding. The Contractor shall be back charged for providing fewer than an average of six welders per day, per location. All load bearing masonry work requires continuous inspection by a DSA certified inspector provided by the Owner. Multiple crews can be observed by one inspector. Consequently, the Contractor shall provide as many crews as possible that can safely work on the project. The Contractor shall be similarly back charged for providing fewer crews than possible on the job. The Construction Manager shall determine the maximum number of crews that can safely work on the job for the purposes of determining whether any back charges would be due. The Contractor is obligated to plan any work that requires continuous inspection in such a way that the total duration of that activity is reduced to the minimum in an effort to restrain the cost of continuous inspection to the Owner.

R. UTILITY CONNECTION REQUIREMENTS

General Conditions section 9.9.2 is hereby supplemented as follows: In addition to any punchlists and inspections performed by the Owner, Architect or Construction Manager, the Contractor shall obtain and complete a punch list for any Work within the public right of way or work performed on public utilities from each jurisdiction's inspector. Corrective work shall be completed according to the instructions of each jurisdiction's inspector whether or not those instructions are consistent with the original approved contract documents. The Contractor shall cause all corrective work to be completed, to the satisfaction of each inspector, at no additional charge to the Owner.

S. ABATEMENT SPECIFICATIONS N/A

General Conditions section 3.8 is hereby supplemented as follows: Hazardous Materials Abatement specifications dated ( ) prepared by ( ) are hereby incorporated into this contract for construction.

T. MISCELLANEOUS PROVISIONS

1. All trades excavating in or traversing existing landscaped areas shall be responsible for repairing any damage to irrigation and plants. Plants shall be avoided and protected.

2. No material storage or parking in fire lane. Vehicles/machinery parked in fire lane must have spotters assigned to watch and secure the vehicle. Failure to follow this requirement will force the towing of the vehicle, at Contractor's expense.

3. No personal vehicles onsite; all personal vehicles (including prime contractor and tiered subcontractor vehicles) must park offsite or in designated parking areas. Failure to follow this requirement will force the towing of the vehicle.

4. All areas of work may not be available at the same time and may require more than one move-on by the Prime Contractor and tiered subcontractors to complete an item of work. Contractor shall not be entitled to additional compensation for additional mobilization.

5. For multi-prime contracts, the CM has the authority to reasonably update, modify, revise and otherwise change the project schedule to accommodate the best interests of the District at any time during course of construction, with express District consent. Although the CM will make every effort to accommodate all Prime and Subcontractors in a fair and productive manner, no construction schedule is without challenges. Prime and Subcontractors shall conform to these schedule revisions immediately, cooperatively and without any additional cost to the District or CM. Likewise all Prime and Subcontractors shall provide regular and timely schedule input and provide adequate resources required to meet schedule requirements in a cooperative and proactive manner. In as much as possible, CM shall accommodate this Prime and Subcontractor input in so far as it works for the District and all other Prime and Subcontractors so that the CM schedule will ultimately prevail.

U. ADMINISTRATION OF THE CONTRACT

For multi-prime contracts, the Construction Manager has the authority to coordinate the Work under this Contract with work being performed by separate contractors on the Site. The Construction Manager will assist the District in coordinating the Contractor's Construction Schedule with construction schedules of separate contractors performing work on the Site.

PROJECT WARRANTY
FOR THE FOLLOWING SPECIFICATION(S) & SCOPE OF WORK

Description of the Work warranted by this contractor: _____

_____

Drawing sheets describing the Work warranted by this contractor: _____

_____

Specification sections describing the Work warranted by this contractor: _____

_____

We, the undersigned, do hereby warrant and guarantee that the portion of the Work described above which we have provided for

MT MIGUEL SCIENCE BUILDING
MULTI PRIME
CN-4067 TO CN-4073

is in accordance with the Contract Documents and that all such Work as installed will fulfill or exceed all minimum warranty requirements. We agree to repair or replace Work installed by us, together with any adjacent Work which is displaced or damaged by so doing, that proves to be defective in workmanship, material, or function within a period of **TWO (2) YEARS** from date of recording of the Notice of Completion by the District, **GROSSMONT UNION HIGH SCHOOL DISTRICT,** without any expense whatsoever to the said District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within **TEN (10) business days**, after notification in writing, we, the undersigned, all collectively and separately, hereby authorize the District to have said defective Work repaired or replaced to be made good, and agree to pay to the District upon demand all moneys that the District may expend in making good said defective Work, including all collection costs and reasonable attorney fees.

Date: _____ Signed: _____
(Subcontractor – As Applicable)

Date: _____ Signed: _____
(General Contractor)

Local Representative to be contacted for services:

Name: _____ Phone No. _____

Address: _____

State License No: _____

GROSSMONT UNION HIGH SCHOOL DISTRICT

RESOLUTION AUTHORIZING STANDARDIZING)
OF PROPRIETARY SPECIFICATIONS)

WHEREAS, the Governing Board of the Grossmont Union High School District finds that it is in its best interest to utilize standardized products in order to maintain conformity, where possible, among its campuses, compatibility with existing systems, and to streamline maintenance; and

WHEREAS, the Governing Board of the Grossmont Union High School District finds that the following manufacturers provide products that match other products in use:

Uninterruptible power supplies:	American Power Conversion (APC)
Software for APC units:	PowerChute Plus
Intercom/Clock/Speaker assemblies, enclosures, etc:	Atlas Sound
CATV distribution amplifiers and accessories:	Blonder -Tongue Laboratories, Inc
Data network switches and routers:	Cisco Systems
Servers, laptop/notebook and desktop computers:	Dell or Lenovo
Wall mount cabinets for IT equipment	Southwest Data Products
Camera mounts and mounting adapters:	Videolarm
Surveillance cameras (Steele Canyon HS):	Mobotix
Surveillance software systems (Steele Canyon HS):	On-Net Surveillance Systems, Inc.

; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Grossmont Union High School District as follows:

1. All of the recitals set forth above are true.

2. The Governing Board determines that aforementioned brands shall be the Districtwide standards.

PASSED AND ADOPTED by the Governing Board of the Grossmont Union High School District at El Cajon, California, on this 15th day of _____, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, Jim Kelly, Clerk of the Governing Board of the Grossmont Union High School District of El Cajon, California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by said Board at the regular meeting thereof at the time and place of vote stated, which resolution is on file and of record in the office of said Board.

GROSSMONT UNION HIGH SCHOOL DISTRICT

RESOLUTION AUTHORIZING STANDARDIZING)
OF PROPRIETARY SPECIFICATIONS)

WHEREAS, the Governing Board of the Grossmont Union High School District finds that it is in its best interest to utilize standardized products in order to maintain conformity, where possible, among its campuses, compatibility with existing systems, and to streamline maintenance; and

WHEREAS, the Governing Board of the Grossmont Union High School District finds that Otis Elevator Company elevators match the system currently in use; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Grossmont Union High School District as follows:

1. All of the recitals set forth above are true.

2. The Governing Board determines that aforementioned brands shall be the Districtwide standards.

PASSED AND ADOPTED by the Governing Board of the Grossmont Union High School District at El Cajon, California, on this 15th day of _____, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, Jim Kelly, Clerk of the Governing Board of the Grossmont Union High School District of El Cajon, California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by said Board at the regular meeting thereof at the time and place of vote stated, which resolution is on file and of record in the office of said Board.

00124-00005/725777.2

GROSSMONT UNION HIGH SCHOOL DISTRICT

MT MIGUEL SCIENCE BUILDING
MULTI PRIME
CN-4067 TO CN-4073

SECTION 00740
ESCROW AGREEMENT

ESCROW ACCOUNT INSTRUCTIONS

Establishment of an escrow account is optional. When using the option of having retentions deposited into an escrow account, please execute three (3) copies of the Escrow Account Forms. Once the Contractor and the Bank have signed the agreements, forward all three copies to:

Rian Pinson
Director of Purchasing
Grossmont Union High School District
PO Box 1043
La Mesa, CA 91944-1043

The Deputy Superintendent, Business Services will sign the three originals and will forward the Bank's and Contractor's copy to the Bank and Contractor and retain one for the District's records.

Contractor shall submit a **separate payment request** for retention. Payments will be forwarded directly to the bank for deposit to the escrow account.

ESCROW RELEASE: Upon completion of a project, please forward a letter requesting release of the Escrow Account funds to the above address or via email to rpinson@guhsd.net. Include the following information in the letter:

1. Bank representative's name
2. Bank name
3. Address
4. Fax or email
5. Escrow Account Number

The District will send a request for release to the Bank following receipt of the Request to Release Escrow Funds letter and filing of the Notice of Completion.

Account No. _____

(00740)
ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

MT MIGUEL SCIENCE BUILDING
MULTI PRIME
CN-4067 TO CN-4073

This Escrow Agreement is made and entered into by and between the **GROSSMONT UNION HIGH SCHOOL DISTRICT** whose address is **1100 Murray Drive, El Cajon, CA 92020** (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 the _____ 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 10 days of the 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 _____, and shall designate the Contractor as the beneficial Owner.

(2) The Owner shall make progress payments to the Contractor for those 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 payment of retention earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this Escrow Agreement is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when 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 days written notice to the Escrow Agent from the Owner of the 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 moneys and securities on deposit and payments 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 Escrow 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:

Deputy Superintendent, Bus. Svcs.
Title

Ami Shackelford
Name

_____
Signature

1100 Murray Drive, El Cajon, CA 92020
Address

On behalf of Contractor:

_____
Title

_____
Name

_____
Signature

_____
Address

On behalf of Escrow 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 Escrow Agreement.

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

OWNER:	**CONTRACTOR:**
GROSSMONT UNION HIGH SCHOOL DIST.	
Deputy Superintendent, Bus. Svcs.	_____
Title	Title
Ami Shackelford	_____
Name	Name
_____	_____
Signature	Signature

GROSSMONT UNION HIGH SCHOOL DISTRICT

MT MIGUEL SCIENCE BUILDING
MULTI PRIME
CN-4067 TO CN-4073

SECTION 00750
CERTIFICATIONS TO BE SUBMITTED WITH BID

(00750A)
IRAN CONTRACTING ACT
CERTIFICATION OF ELIGILITY TO BID FOR CONTRACTS OF $ 1 MILLION OR MORE
(Public Contract Code sections 2202-2208)

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in*

OPTION #2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	

Printed Name and Title of Person Signing *Date Executed*

CERTIFICATION – PARTICIPATION OF DISABLED VETERAN BUSINESS ENTERPRISES IN ACCORDANCE WITH EDUCATION CODE SECTION 17076.11
(00751)

In accordance with Education Code section 17076.11, the Grossmont Union High School District (the "District") has a participation goal for Disabled Veteran Business Enterprises ("DVBEs") of at least three percent (3%) per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school buildings and expended each year by the District. Each Contractor submitting a bid will provide a statement to the District of anticipated participation of DVBEs in the contract. If the bidding Contractor is a DVBE, a copy of its DVBE Certification Letter must be provided to the District. Prior to, and as a condition precedent for final payment under the contract, the Contractor will provide appropriate documentation to the District identifying the amount paid to DVBEs pursuant to the contract, and a copy of the DVBE Certification Letter for each DVBE, so that the District can assess its success at meeting this goal.

The Contractor shall provide the anticipated participation of DVBEs by identifying (1) the name of each DVBE proposed for use in the contract, (2) the dollar amount and percentage each DVBE shall perform in comparison to the total contract dollar amount, and (3) a description of the tasks each DVBE will perform. (A recommended template form to provide this information is available as Appendix 1.) If there is a discrepancy between the anticipated goal and the actual goal at the completion of the contract or a failure to meet the anticipated goal or dollar amount, the District will require the Contractor to provide, at the completion of the contract, a detailed statement of the reason(s) for the discrepancy or failure to meet the anticipated goal or dollar amount.

I certify that I have read the above and will comply with the anticipated participation goal of DVBEs for this contract.

_____	_____
Signature	Typed or Printed Name
_____	_____
Title	Company
_____	_____
Address	City, State, Zip
_____	_____
Telephone	Fax
_____	
E-Mail	

Attachment 1

SUMMARY OF DISABLED VETERAN OWNED BUSINESS PARTICIPATION

COMPANY NAME	NATURE OF WORK	CONTRACTING WITH	TIER	CLAIMED DVBE VALUE $	PERCENTAGE OF CONTRACT (%)	OSDS DVBE CERTIFICATION

I declare under penalty of perjury, under the laws of the State of California, that the information herein is true and correct to the best of my knowledge.

Executed on:_____, at_____in the state of _____
Date City

_____ _____ _____
Signature of Contractor or Authorized Agent Project Name Project Number

_____ _____ _____
Printed Name Firm Name Telephone

Attachment 1 - Instructions

Complete the form providing the information as follows:

(a) **Company Name** - list the name of the company proposed for DVBE participation. If the prime contractor is a DVBE, its name must also be listed to receive participation credit.

(b) **Nature of Work** - identify the proposed work or service to be provided by the listed company.

(c) **Contracting With** - list the name of the department or company with which the company listed is contracting.

(d) **TIER** - the contracting tier should be indicated with the following level designations:
0 = Prime contractor;
1 = First tier subcontractor/supplier;
2 = Second tier subcontractor/supplier of first tier subcontractor/ supplier;
3 = Third tier subcontractor/supplier of second tier subcontractor/ supplier; etc.

(e) **Claimed DVBE Value** - the total dollar amount of the value claimed by a disabled veteran business enterprise.

(f) **Percentage of Contract** - compute the percentage (%) the claimed DVBE value is of the total contract dollar amount.

(g) **DVBE Certification** - The bidder must include one copy of the DVBE certification letter from the Office of Small Business Services and DVBE Services Certification Programs for each DVBE firm listed on the Summary of Disabled Veteran Owned Business Participation.

(00752)
BIDDER'S ACKNOWLEDGEMENT
OF PROJECT SCHEDULE AND PHASING

MT MIGUEL SCIENCE BUILDING
MULTI PRIME
CN-4067 TO CN-4073

The undersigned acknowledges that he/she has carefully and thoroughly reviewed the Project Schedule and Phasing Plan, attached herein, and made a part of the Contract Documents.

The undersigned fully understands the manpower requirements necessary to complete the project in accordance with the Project Schedule and Phasing Plan, and agrees to furnish all labor, materials and equipment necessary, upon District acceptance of bidder's proposal, to fully comply with this schedule. The undersigned agrees to comply with any and all adjustments to schedule and phasing plan, as may be directed by the Construction Manager, and which may be required to ensure project completion as stipulated in the Contract Documents.

The undersigned acknowledges that failure to comply with the above could result in delays to other contractors, whose bona fide and substantiated cost impacts, due to said delays, may be borne by the undersigned.

ACKNOWLEDGED AND AGREED:

DATE: _____

_____
CONTRACTOR

By: _____
Signature

(00753)
SITE VISIT CERTIFICATION

MT MIGUEL SCIENCE BUILDING
MULTI PRIME
CN-4067 TO CN-4073

I certify that I have visited the site of the proposed work and have fully acquainted myself with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the work under contract.

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

I fully indemnify the Grossmont Union High School District, the Architect, the Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit to the site.

_____
(Signature of Bidder)

_____
(Typed name of Bidder)

SUBSCRIBED BEFORE ME on this _____ day of _____, 20__

_____
(Notary Public)

My commission expires: _____

(00754)
ACKNOWLEDGEMENT OF BIDDING PRACTICES
REGARDING INDEMNITY

TO: Grossmont Union High School District
1100 Murray Drive
El Cajon, California 92020

RE: MT MIGUEL SCIENCE BUILDING
MULTI PRIME
CN-4067 TO CN-4073

Please be advised that with respect to the above-referenced PROJECT the undersigned CONTRACTOR on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code section 3864, which provides:

> "If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury."

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the DISTRICT of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

____ ACKNOWLEDGED AND AGREED:

DATE: _____

_____
CONTRACTOR

By: _____
Signature

GROSSMONT UNION HIGH SCHOOL DISTRICT

MT MIGUEL SCIENCE BUILDING
MULTI PRIME
CN-4067 TO CN-4073

SECTION 00755
CERTIFICATIONS TO BE SUBMITTED WITH AGREEMENT

CONTRACTOR'S CERTIFICATE
REGARDING DRUG-FREE WORKPLACE

MT MIGUEL SCIENCE BUILDING
MULTI PRIME
CN-4067 TO CN-4073

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code sections 8350 et. seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the CONTRACTOR or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;

b) Establishing a drug-free awareness program to inform employees about all of the following:

1) The dangers of drug abuse in the workplace;

2) The person's or organization's policy of maintaining a drug-free workplace;

3) The availability of drug counseling, rehabilitation and employee-assistance programs; and

4) The penalties that may be imposed upon employees for drug abuse violations;

c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contact be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of sections 8350 et. seq.

I acknowledge that I am aware of the provisions of Government Code sections 8350 et. seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: _____

_____
CONTRACTOR

By: _____
Signature

CONTRACTOR'S CERTIFICATE REGARDING
ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY

MT MIGUEL SCIENCE BUILDING
MULTI PRIME
CN-4067 TO CN-4073

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: _____

_____
CONTRACTOR

By: _____
Signature

ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for MT MIGUEL SCIENCE BUILDING MULTI PRIME CN-4067 TO CN-4073 (Hereinafter referred to as the "Project", and submitted it to the GROSSMONT UNION HIGH SCHOOL DISTRICT (hereinafter referred to as the "Owner" on behalf of _____ (hereinafter referred to as the "Contractor").

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

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

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

_____

Name of Contractor (Print or Type)

By: _____

Signature

JURAT

_____

Print Name

_____

Title

State of California
County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20__, by_____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____

Notary Public in and for
the State of California

Seal

My Commission Expires: _____

CONTRACTOR FINGERPRINTING REQUIREMENTS

CONTRACTOR CERTIFICATION

MT MIGUEL SCIENCE BUILDING
MULTI PRIME
CN-4067 TO CN-4073

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

_____ _____

Signature of Contractor's Representative Date

- OR -

CONTRACTOR EXEMPTION

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

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

☐ Emergency or exceptional circumstances exist; or

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

_____ Installation of physical barrier at the work site to limit contact with pupils.
_____ Surveillance of employees of the Contractor by school personnel.
_X_ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.

Supervisor's Name: _____

Soc.Sec. No. (last 4 digits) or CDL _____

SUBCONTRACTOR'S CERTIFICATION

MT MIGUEL SCIENCE BUILDING
MULTI PRIME
CN-4067 TO CN-4073

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

_____ _____

Signature of Contractor's Representative Date

- OR -

SUBCONTRACTOR'S EXEMPTION

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

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

☐ Emergency or exceptional circumstances exist; or

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

_____ Installation of physical barrier at the work site to limit contact with pupils.
_____ Surveillance of employees of the Contractor by school personnel.
__X__ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.

Supervisor's Name: _____

Soc.Sec. No. (last 4 digits) or CDL _____

FINGERPRINTING & BADGING PROCEDURES
Attachment "A"

All Contractors/Consultants shall be badged for all work and projects on our school sites. See Ed Code 45125 for any details. The District does not provide fingerprinting services, only badging.

Fingerprinting

All LiveScan offices require an ORI number to obtain FBI Background Checks and DOJ clearances. Any person who is to be fingerprinted must be able to provide the Request for LiveScan Form, ORI number, their name, valid California identification such as a driver's license (out-of-state ID requires a Social Security Card). Contractors may use any LiveScan office to process their employees' fingerprints.

Contracting companies may obtain an ORI number by completing the process to become an applicant agency. Information is available at the Department of Justice website: https://oag.ca.gov/fingerprints/agencies.
Note this process may take from 4 – 6 weeks or longer.

Construction Contractor Badge Procedures

Badges shall be obtained from the Facilities Department - Bond Office, Monday through Friday from 8:00 – 3:00.

- **Unrestricted Badges:** Upon obtaining DOJ and FBI clearance, the Contractor shall provide the District and the Construction Manager (for CM projects) a written, employer-certified list of DOJ/ FBI CLEARED employees on company letterhead. A GREEN badge with picture will be issued showing UNRESTRICTED status.
- **Restricted Badges:** Contractor shall also provide a list of employees on company letterhead that have NOT been fingerprinted. A RED badge with picture will be issued showing RESTRICTED status. These employees must be overseen at all times by a GREEN badge employee.
- **Contractor Employees:** Contractor employee on site less than 7 days per project will be issued local badge by CM or general contractor and will be under supervision of a GREEN badge employee at all times.

The lists shall include:
- Employee first and last name
- California Identification Card or Driver's License number OR the last four digits of the employee's Social Security Number.

Badges should be obtained at least five (5) working days prior to start of work.

Contractor **SHALL NOT** permit any employee who does not have a badge to enter school premises or be on any Grossmont Union High School District jobsite. Submission of a list of DOJ cleared employees shall constitute acknowledgment by the Contractor that the employees listed are eligible to provide supervision services for non-cleared employees on a school site campus.

Sample certification and badge request letters can be requested.

Fingerprinting and Department of Justice clearance is the responsibility of the awarded contractor as noted in the Fingerprinting Certifications submitted with your bid documents. Questions regarding the application for an ORI number can be referred to the Dept. of Justice, AuthorizationQuestions@doj.ca.gov.

Call Shelley La Fata at (619) 644-8159 if you need assistance in badging.

DISABLED VETERANS BUSINESS ENTERPRISE FORMS

Attachment "B"

Forms are required to be submitted with bid. Failure to submit DVBE documents with the bid MAY result in the bid being determined non-responsive. Documentation of Good Faith Effort (GFE) must be completed if bidder does not secure 3% DVBE participation.

Purchasing Department
Grossmont Union High School District
1100 Murray Drive, El Cajon, CA 92020
January 2019

DVBE INSTRUCTIONS

IMPORTANT – READ ALL INSTRUCTIONS CAREFULLY

Steps / Instructions

Document GFE efforts on the forms in this package entitled "Good Faith Effort".

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

As you begin your search for DVBEs, please note that there are five steps of the "Good Faith Effort" outlined in the state's Public Contract Code, and each step must be documented:

1) Contact was made with the awarding department to identify DVBEs
2) Contact was made with other state and federal agencies, and with local DVBE organizations to identify DVBEs
3) Advertising was published in trade papers and publications focusing on DVBEs
4) Invitations to bid were submitted to potential DVBE contractors
5) Available DVBEs were considered

1. Contact the District's Purchasing Department online at https://www.guhsd.net/Departments/Business-Services/Purchasing/Solicitations/Construction-Bids/index.html
   a. Information regarding how to obtain a DVBE and resources is located at this website.
   b. If you have any questions, submit an RFI during the RFI period of your specific project for assistance.

2. Contact state and federal agencies, along with local DVBE organizations for assistance in identifying potential DVBE service providers or suppliers.
   a. The California Department of General Services Procurement Division (DGS-PD) Office of Small Business and DVBE Services (OSDS) is the state certifying agency that administers California's DVBE and SBE certification program. It has a DVBE/SBE firm search tool available online at https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx. To begin your search for a certified DVBE firm, check only the box for DVBE firms, select a Service Area from the dropdown menu, and hit the Search tab. San Diego County is Service Area 037. Once the results display, you will have the option to download them. To create a list of your search results, click on the download tab to generate an Excel file that you can sort. Please note that the list will return all firms who have identified San Diego as a service territory; not all of these are from San Diego County or even California. OSDS adds DVBE firms to the directory throughout the year so check the list periodically.

      To verify an *individual* firm's certification, enter the Business Name OR Certification ID – not both. If the firm has a DVBE or SBE certification, a Supplier Profile will return. Check the Profile to see what active certification(s) the firm may have and their expiration date. You can also use the search tool to identify specific trades or licenses; it is recommended you use a key word search in addition to a license search as some vendors may not have complete information on file.

   b. The Veterans Administration (VA) has a directory of firms that are verified as veteran-owned businesses, including Service-Disabled Veteran-Owned Small Business (SDVOSB) and Veteran-Owned Small Business (VOSB), that are eligible for set-asides and sole source contracts. Find these veteran-owned businesses at https://www.vetbiz.va.gov/basic-search/.

   c. For assistance finding Disabled Veteran Business contractors, suppliers, manufacturers, and equipment providers, and/or confirming DVBE/SDVOSB status, contact the following:

      The Elite Service Disabled Veteran-Owned Business (SDVOB) Network, San Diego Chapter
      (619) 284-9922
      https://elitesdvob.org/
      https://elitesdvob.org/find-an-sdvob/

Disabled Veteran Business Alliance (DVBA), San Diego Chapter
Chapter President: Amy Aledo
amy@dynamikinc.com
(866) 820-3110

U.S. Veteran Business Alliance, San Diego Chapter
Interim President: Joe Rubio
joe.rubio@bluenoseit.com
(619) 601-7041
https://gousvba.org/

Veterans in Business (VIB) Network
https://www.vibnetwork.org/
https://www.vibnetwork.org/find-a-vib/

d. Enter the DVBE firms you intend to use on the form entitled "Good Faith Effort" and include the date and time of your contact with the firm, the name of organization contacted, contact method, and telephone number, email, or Internet address. Print out and attach a copy of each Internet website page visited (e.g. DGS' and federal SAM search to prove contacts made via the Internet.)

3. Unless GFE advertising is placed by the Construction Manager, advertisements for DVBE service providers, subcontractors or suppliers must be placed in at least:
   a. One "trade" publication related to a trade or industry, and
   b. One "focus" publication whose ads are specifically distributed and focused to reach DVBE firms, or
   c. A single publication that qualifies as both a "trade" and "focus" publication. *Publications such as the San Diego Union-Tribune, San Diego Reader, and localized community newspapers are considered "general circulation" newspapers; ads placed in these newspapers are not acceptable.*
      1) Ad placement may be specifically directed to publications that distribute their ads to businesses in the geographical areas where the work will be performed.
      2) *Ads should appear in publications 10-14 calendar days* prior to the date the bid or proposal response is due to be submitted.
      3) Give potential subcontractors/suppliers ample time (approximately 3-5 working days) to respond to the ad(s), while allowing sufficient time to seriously consider each firm that submits a response.
      4) Ads should contain information similar to the following:
         [Enter name of bidding firm]
         Is seeking qualified DVBE vendors to provide
         (Enter description/list of services/supplies that qualify.]
         in [Enter geographical service areas/locations, if applicable]
         for Project Name and Bid Number Contact: [Enter a contact name, address, telephone and fax number, and/or email address]
         Submit qualifications/bids by: [date/time]
      5) Document the GFE efforts on the forms in this package entitled "Good Faith Effort". Indicate, in Step 3 on the Good Faith Effort form, the publication date, whether the publication is a trade publication, a focus publication or both and whether ad copy or written ad content is attached.

If an ad was placed by Construction Manager, a copy of that ad is required with your GFE. But you are not required to place your own ad.

4. Transmit direct solicitations or invitations to bid to potential DVBEs, identified in Steps 2 and/or 3, by way of mail, telephone, email, fax, or other method.
   a. Submit *one or more examples of direct solicitation.* Solicitations should contain: company name; contact name, address, telephone and fax number (if applicable), District's bid name and number; a description of commercially useful goods and/or services for which subcontractors are sought; location of service area; and response date.
   b. If contact with DVBE firms is verbal or by telephone, document in writing the date of contact, person contacted, and business/subcontract opportunities discussed.

c. Submit a list of DVBE firms to whom direct solicitations were transmitted (i.e., DVBE bidders list). Include each DVBE firm's name, mailing address, contact name/title (if applicable), telephone/fax number, and email address (if applicable).

5. Show that DVBE firms that responded to the ad(s) and/or direct solicitations were considered. Bidding firms are encouraged to achieve full or partial DVBE participation. Review the Program Preference section of the bid document for information about the DVBE Incentive that is available to eligible bidders/proposers that achieve participation.
   a. List each DVBE firm that responded with interest to the bidding firm's ad(s), telephone/fax/email contacts, or direct solicitations. If no responses were received, indicate "none", as instructed in Step 5 on page 3.
   b. For each DVBE listed in Step 5 on page 3, indicate if the bidding firm:
      1) ***WILL USE*** the DVBE to perform a commercially useful function. For each DVBE that will be used, do the following: Enter the name of the DVBE on the form entitled "Actual DVBE Participation". Indicate whom the DVBE will contract with, the commercially useful function the DVBE will provide or perform. Attach a copy of the DVBE's current DGS certification.
      2) ***WILL NOT USE*** the DVBE after giving consideration to such things as the DVBE's qualifications, availability when needed, capacity to perform/deliver the full range of services/supplies, location or proximity to the service area, results of reference checks, and/or the nature of the services offered by the DVBE or the nature of the goods that can be supplied by the DVBE, etc.

      For each DVBE firm that will not be used, indicate, in Step 5 on page 3, the business reason(s) for choosing not to use the DVBE.

If awarded the contract, the Contractor must faithfully use each DVBE identified for use and listed on the form entitled "Actual DVBE Participation" and provide a statement as called for in the Certification of Compliance with DVBE Policy contained in the Bid Documents.

Actual DVBE Participation

NAME OF DVBE FIRM IDENTIFIED FOR USE (Prime is to enter its own name if the Prime is a certified DVBE)	FIRM THAT DVBE WILL CONTRACT WITH (Prime is to enter "self" if the Prime is a certified DVBE)	COMMERCIALLY USEFUL FUNCTION TO BE PERFORMED OR PROVIDED BY THE IDENTIFIED DVBE	DVBE % Claimed	Tier (See legend below)

DVBE % Claimed:
Enter the percentage level of actual DVBE participation achieved, even if the amount or participation achieved is less than a full three percent (3%) of the total bid amount Participation may be expressed as a partial/fractional decimal percentage. Do not enter dollar figures in the "**DVBE % Claimed**" column.

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

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

Bidding/Proposing Firm's Name	**Signature**

Printed Name & Title of Person Signing Above	**Date Signed**

GOOD FAITH EFFORT
(mandatory to be completed before time of bid if no DVBE is listed)

Steps 1 and 2

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

DATE OF CONTACT	TIME OF CONTACT	NAME OF AGENCY OR ORGANIZATION CONTACTED	CONTACT METHOD (Enter voice mail, internet access, or name of person contacted)	PHONE NUMBER, EMAIL OR WEB ADDRESS
		Awarding Agency - GUHSD	Internet*	https://www.guhsd.net/Departments/Business-Services/Purchasing/Solicitations/Construction-Bids/index.html
		Dept. of General Services' Small Business and DVBE		(916) 375-4940 or (800) 559-5529
		Dept. of General Services' Small Business and DVBE	Internet*	https://www.caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx
			• **Attach one copy of each Internet website page that is visited as proof of this portion of the good faith effort.**	

Step 3

Show proof of advertising in one trade and one DVBE focus publication, ***OR*** one publication qualifying as both a trade and a DVBE focus publication. Or attach the CM's advertisement if advertisement was made by Construction Manager.

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

Step 4

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

A. At a minimum attach, to this form, one or more examples of invitations to bid or solicitations that were transmitted directly to potential DVBEs. Bidding firm's may attach:

- One or more examples of the direct solicitations used to solicit bids from potential DVBE subcontractors/suppliers, **and/or**
- One or more copies of the narrative content of an emailed invitation to bid that was transmitted to potential DVBE subcontractors/suppliers **or** one or more copies of a faxed invitation to bid that was transmitted to potential DVBE Subcontractors/suppliers, **and/or**
- A description of the verbal dialog held with a potential DVBE subcontractor/supplier via telephone or personal meeting, including date of contact, person spoken to, and potential business opportunities discussed.

B. Attach to this form a copy of the DVBE bidder list. This is the list of certified DVBE firms to whom direct solicitations or invitations to bid were transmitted and may include the DVBE firms that responded to the bidding firm's published ad(s).

- Include each certified DVBE firm's name, mailing address, email address (if applicable), telephone and fax number.

Step 5

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

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

Completion Instructions

For each entry in Column 2A, transfer the firm's name and claimed percentage value of use to the form entitled **"Actual DVBE Participation"**. Complete Column 2A, only for those DVBEs that the bidding firm intends to subcontract with. An entry in Column 2A will impose an obligation on the bidding firm to use the DVBE firm identified for the percentage value claimed. DVBE participation may be expressed as a partial/fractional decimal percentage.

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

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

Sole authority rests with GUHSD to determine whether or not a bidder/proposer has successfully documented actual DVBE participation and/or whether a bidder/proposer has made an adequate GFE to achieve participation. Bidders/proposers may, at their sole option, choose to submit both forms in this package (documenting both full participation and a GFE) as insurance against a finding that the actual participation claimed is unacceptable.

Forms are to be submitted with your bid documents.

Bidding/Proposing Firm's Name	**Signature**
Printed Name & Title of Person Signing Above	**Date Signed**

GROSSMONT UNION HIGH SCHOOL DISTRICT

MT MIGUEL SCIENCE BUILDING
MULTI PRIME
CN-4067 TO CN-4073

ATTACHMENT C
TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

Location: **Mt Miguel**

Project Manual: Project manual published separately.

Scope of Work: As per the following trade categories.

GROSSMONT UNION HIGH SCHOOL DISTRICT

This substitution request form may be used for Pre-Bid Substitution Requests or Post-Bid Substitution Requests.

TO: _____

PROJECT: _____

SPECIFICATION ITEM:

_____ _____ _____ _____
Section Page Paragraph Description

Substitution approval is an acceptance of only the manufacturer and product for general conformance with the design concept reflected in the Contract Documents. The A/E has made no attempt to verify specific performance data, or to check the details of the proposed substitution as to special features, capacities, physical dimensions or code and/or regulatory compliance, all of which remain the responsibility of the person/entity submitting the proposed substitution.

The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION:
Attached data includes product description, specifications, drawings, photographs, performance and test data, adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The undersigned certifies that the following paragraphs, unless modified by attachments, are correct:

1. The proposed substitution does not affect dimensions shown on the Drawings.
2. The undersigned will pay for changes to the building design, including engineering design, detailing, and construction
3. costs caused by the requested substitution.
4. The proposed substitution will have no adverse effect on other trades, the construction schedule, or specified warranty
5. requirements.
6. Maintenance and service parts will be locally available for the proposed substitution.

The undersigned further certifies that the function, appearance, and quality of the proposed substitution are ***equivalent or superior*** to the specified item.

The undersigned agrees that, if this page is reproduced, the terms and conditions for substitutions found in the Bidding Documents apply to this request.

SUBMITTED ON _____, _____ BY:

_____
Name

_____
Signature

_____
Company Name

_____
Address

_____
City State Zip Code

For Use by Design Consultant:

☐ Accepted
☐ Accepted as Noted
☐ Not Accepted
☐ Submitted Late

By: _____

Date: _____