ASPHALT AND PAVING PROJECTS
Bid 18-19-185

CONTRACT DOCUMENTS

March 15, 2019

National School District
1500 N Avenue
National City, CA 91950
NATIONAL SCHOOL DISTRICT

ASPHALT AND PAVING PROJECTS
BID 18-19-185

SECTION 1
NOTICE TO CONTRACTORS
CALLING FOR BIDS
NOTICE TO CONTRACTORS CALLING FOR BIDS

NOTICE IS HEREBY GIVEN that the National School District of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the DISTRICT will receive up to, but not later than 9:15 AM of the 5th day of April, 2019, sealed bids for the award of a contract for Asphalt and Paving Projects, Bid No. 18-19-185.

Bids shall be received in the Office of the Assistant Superintendent of Business Services of the National School District located at the National School District Administration Center, 1500 N Avenue, National City, CA and shall be opened and publicly read aloud at the above-stated time and place.

Each bid must conform and be responsive to the bid documents, copies of which are now on file and may be obtained on or after March 15, 2019, at National School District Administration Center, 1500 N Avenue, National City, CA, (619) 336-7718. All bid documents can be downloaded from the District website at http://nsd.us/departments/business/purchasing_and_contracts.php.

In contracts involving expenditure in excess of $25,000.00, the successful bidder, shall file a payment bond issued by an admitted Surety approved to conduct business in the State of California (Civil Code Section 9550) approved by the District in the form set forth in the contract documents.

Each bid shall be accompanied by a bid bond, the non-collusion affidavit, the list of proposed subcontractors, and all additional documentation required in the 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.

The lowest bid shall be the lowest total of the base bid prices as set forth in the bid form, although the District may also award to the lowest bid for each of the two individual project base bids. The District reserves the right to award one or more projects to one or more contractors. The District has no obligation to award all contracts listed on Bid Forms.

Pursuant to Labor Code Section 1725.5, contractors and all subcontractors must be registered with the Department of Industrial Relations in order to bid on or to be listed in a bid proposal or to engage in the performance of any defined public work contract. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request. It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the said specified rates to all workers employed by them in the execution of the contract, as this is a public works contract.

Each bidder shall be a licensed contractor at the time the bid is submitted and throughout the duration of the project pursuant to the Business and Professions Code and shall be licensed in the following classification:

C-12 Earthwork & Paving Contractor
and/or
A-General Engineering Contractor

A mandatory Pre-bid Conference and site walk will be held on Monday, March 25, 2019 at 1:00 PM at the District Office, 1500 N Avenue, National City, CA 91950 for the purpose of acquainting all prospective bidders with the bid documents and the work site. All prospective bidders for this project are required to attend this meeting.

No bidder may withdraw his or her or its bid for a period of sixty (60) days after the date set for the opening of bids.

Dated this 15th day of March, 2019

Leighangela Brady, Ed.D.
Secretary to the Governing Board
National School District,
of San Diego County, California
# Asphalt and Paving Contracts
## Bid 18-19-185

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NATIONAL SCHOOL DISTRICT

ASPHALT AND PAVING PROJECTS
BID 18-19-185

SECTION 2
INFORMATION FOR BIDDERS
INFORMATION FOR BIDDERS

1. Preparation of Bid Form

The District invites bids on the attached form to be submitted by qualified contractors to the District at such time and place as is stated in the Notice to Contractors Calling for Bids, not later than 9:15 AM of the 5th day of April, 2019. Bids shall only be prepared using copies of the Bid Forms that are included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the District will not be permitted. Bids shall be received in the Office of Assistant Superintendent, Business Service located at 1500 N Avenue, National City, CA. All blanks in the bid form must be appropriately filled in, and all prices must be stated in both words and figures. If a different price is stated in words than is stated in figures, the price stated in words shall be the price bid.

2. Bid Security

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

3. Faxed and Electronic Mail Bids

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

4. Signing of Bids

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

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

5. Modifications

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

6. Erasures/Mutilation of Bid Documents

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.

Contractors should not deface or mutilate the bid documents to the extent that they may not be usable for construction purposes. Bid documents obtained under deposit shall be returned within 10 days after bid opening.
7. Examination of Site and Contract Documents

Each Bidder may contact the District to coordinate a visit to the proposed work site and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any Bidder to receive or examine any contract documents, form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any Bidder from obligations with respect to its bid or to the contract. The Bidder is responsible to obtain any geotechnical and/or soils report pertaining to the site of the work at Bidder’s expense. Although any such report does not operate as a warranty or guarantee of site conditions, the submission of a bid shall be taken as prima facie evidence of compliance with all terms of this section.

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the District by submission of a written request for an interpretation or correction to the District no later than 3:00 PM on March 28, 2019. Such submission, if any, must be sent to the Director of Business Support Services by emailing to jhansen@nsd.us.

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

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

7.1 Each Bidder, by making his/her bid represents that he has read and understands the Contract and Bid Documents and any and all related reports and information. After executing the Agreement, no consideration will be given to any claim of misunderstanding of the documents.

7.2 Each Bidder, by making his/her bid, represents that it has performed all diligence necessary to make an accurate bid, including, but not limited to, visiting the site, inspecting the area of the work, and familiarizing itself with the local conditions under which the work is to be performed, including sub-surface conditions. Such inspection shall specifically consider requirements for accessing the site and determining the work can be completed as required by, and as shown in, the Contract Documents.

7.3 With District's approval, including provision of insurance as required, and after scheduling access with the District, each Bidder may conduct additional site investigations at the Bidder's sole cost.

8. Withdrawal of Bids

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative.

9. Agreements and Bonds

The Agreement form, which the successful Bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds, which will be required to furnish at the time of execution of the Agreement, are included in the contract documents and shall be carefully examined by the Bidder. The required number of executed copies of the Agreement, the Performance Bond, and the Payment Bond for Public Works is as specified in the Special Conditions.

Unless otherwise specified in Special Conditions, Contractor shall furnish a surety bond in an amount equal to 100 percent of contract price as security for faithful performance of this contract and shall furnish a separate bond as security for payment of persons performing labor and furnishing materials in connection with this contract. The Payment Bond must be in the amount of 100 percent of the total amount payable. Both the Payment and the Performance Bonds must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the District is legally permitted to establish. Aforesaid bonds shall be in form set forth in these contract documents. Upon request of the successful Bidder, as Contractor, the District will consider and accept multiple sureties on such bonds.

10. Bidders Interested in More Than One Bid and Bidders Not Qualified to Bid

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a subproposal to a Bidder, or that has
11. **Award of Contract**

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the District Governing Board may award the contract. The apparent successful Bidder should provide the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the District notifies the Bidder of the intent to award, the Bidder will have ten (10) calendar days from the date of this notification to supply the District with all requested documents and certifications. Regardless of whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run fifteen (15) calendar days from the date of the notice of award. Once the District receives all of the properly drafted and executed documents and certifications from the Bidder, the District may issue a Notice to Proceed to that Bidder.

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

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.

12. **Additive and Deductive Items: Method of Determining Lowest Bid**

Pursuant to Public Contract Code section 20103.8, should this bid solicitation include additive and/or deductive items, the checked [X] method (below) shall be used to determine the lowest bid:

___ (a) The lowest for each project shall be the lowest bid price on the base contract for each project without consideration of the prices on the additive or deductive items.

___ (b) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in the numerical order set forth in the bid form.

___ (c) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified list of those items that, when in the bid form and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the District before the first bid is opened.

___ (d) The lowest bid shall be determined in a manner that prevents any information that would identify any of the Bidders from being revealed to the public entity before the ranking of all Bidders from lowest to highest has been determined.

If no method is checked, sub-paragraph (a) shall be used to determine the lowest bid.

Notwithstanding the method used by the District to determine the lowest responsible Bidder, the District retains the right to add to or deduct from the contract any of the additive or deductive items included in the bid solicitation.

13. **Evidence of Responsibility**

Upon the request of the District, a Bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the Bidder's financial resources, its construction experience in the type of work being required by the District, and its organization available for the performance of the contract and any other required evidence of the Bidder's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit requested evidence of a Bidder's responsibility to perform the proposed contract may result in rejection of the bid.

14. **Listing Subcontractors**

Each Bidder shall submit with his/her or its sealed bid a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 and following). Forms for this purpose are furnished with the contract documents. In addition to these requirements, at the bid opening, Contractor shall provide the address, phone number, **DIR registration number**, and **license number** of each listed subcontractor. If the Bidder fails to provide information within one business day of bid opening, District may in its discretion, reject the bid as nonresponsive.
15. **Workers' Compensation**

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

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

The form of such certificate is included as part of the contract documents.

16. **Substitution of Security / Retention**

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

17. **Contractor's License and Certifications**

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all Bidders must possess proper licenses for performance of this Contract prior to submittal of bid documents. Subcontractors must possess the appropriate licenses for each specialty subcontracted prior to submittal of bid documents. Pursuant to Section 7028.5 of the Business and Professions Code, the District shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be non-responsive, and the District shall reject the Bid. The District shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the District of all valid license(s) currently held by that Bidder and each of the Bidder’s subcontractors, before awarding the Contract.

Bidder must have all Certifications and/or Factory Authorizations required for the project prior to submittal of bid; including but not limited to specified manufacturer certifications located in the Special Conditions section of this document. Subcontractors must have all Certifications and/or Factory Authorizations required for each specialty subcontracted prior to submittal of bid; including but not limited to specified manufacturer certifications located in the Special Conditions section of this document.

18. **Storm Water Permit for Construction Activity**

It shall be the responsibility of the successful Bidder to file a Notice of Intent and procure a State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit). The successful Bidder shall be responsible for procuring, implementing and complying with the provisions of the Permit and the Storm Water Pollution Prevention Plan (SWPPP), including the standard provisions, monitoring and reporting requirements as required by Permit and as required by Article 70 of the General Conditions. It shall be the responsibility of all Bidders to evaluate and include in the bid the cost of procuring the Permit and/or preparing, complying with (e.g., monitoring), or revising the SWPPP.

19. **Ethics in Bidding**

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

20. **Substitutions and Special Brand Names**

In accordance with Public Contract Code section 3400, except where the District has established a standard which has been approved by the governing board, requests for review and evaluation of “or equal” items will be considered. Any proposals for substitutions of equipment, materials, or products other than what is specified in the bid documents must be submitted, in writing, to the District within seven (7) calendar days after the release date of the bid documents. After reviewing the request, the District will respond with its decision to all parties who have requested notice. The District has the right to reject any or all requests for substitutions of equipment, materials, or products other than what is specified in the bid documents. The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information which describes the
substituted item or product or work and substantiates that it is an “or equal” to the specified item or product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the contract price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a signed affidavit from the Bidder stating that the substituted item or product or work is equivalent to the specified item or product or work in every way except as listed on the affidavit. Whenever possible, the same substitution information is to be included in the sealed bid submittal package. Failure to submit all the needed substantiating data, including the signed affidavit, may result in a determination that the bid is nonresponsive.

BIDDERS ARE SPECIFICALLY NOTIFIED THAT THE SUBMISSION OF THIS DOCUMENTATION IN NO WAY OBLIGATES THE DISTRICT OR ITS REPRESENTATIVE TO REVIEW SUCH DOCUMENTATION PRIOR TO CONTRACT AWARD. FURTHERMORE, IF A PROPOSED SUBSTITUTION IS REJECTED, BIDDER SHALL BE RESPONSIBLE TO PROVIDE THE ITEM OR PRODUCT OR WORK AS ORIGINALLY SPECIFIED AT NO ADDITIONAL COST TO THE DISTRICT. DISTRICT HAS THE COMPLETE AND SOLE DISCRETION TO DETERMINE IF AN ITEM OR ARTICLE IS AN ‘OR EQUAL’ ITEM.

21. Fingerprinting

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

22. Registration with Department of Industrial Relations

Pursuant to Labor Code Section 1725.5, contractors and all subcontractors must be registered with the Department of Industrial Relations (DIR) in order to bid on, to be listed in a bid proposal for a public works project or to engage in the performance a public works contract. A complete list of DIR registration numbers of all second and third tier subcontractors included on the project will be due at bid opening. Failure to provide the complete list may result in a determination of non-responsiveness. 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.

23. Disabled Veteran Business Enterprises

Disabled Veteran Business Enterprise (DVBE) incentive is waived for this project.

24. Immigration Reform and Control Act

The Bidder hereby certifies that he or she or it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 (“IRCA”) in the hiring of its employees and the Bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Bidder’s failure to comply strictly with the IRCA.

25. Filing of Bid Protests

Bidders may file a “protest” of a Bid with the District's Director of Business Support Services. In order for a Bidder's protest to be considered for review, the protest must:

a. Be filed in writing within five (5) calendar days of the notice of intent to award;

b. Clearly identify the specific irregularity or accusation;

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

d. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
e. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid.

If the protest is properly submitted, the District’s Director of Business Support Services, or other designated District staff member shall review the basis of the protest and all relevant information. The Director of Business Support Services will provide a written decision to the protestor. The protestor may then appeal the decision of the Director of Business Support Services to the Assistant Superintendent of Business Services.

26. Addenda

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

27. Submission of Sealed Bids

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

(Bidder’s Name)  
for 18-19-185  
Asphalt and Paving Projects

Only where expressly permitted in the Notice Inviting Bids, may Bidders submit their bids via electronic transmission pursuant to Public Contract Code Sections 1600 and 1601. District reserves the right to not accept electronically transmitted bids if not specifically authorized in the Notice Inviting Bids, and may reject any bid not strictly complying with District’s designated methods for delivery.

28. Delivery and Opening of Bids

Bids will be received by the District at the address shown in the Notice Inviting Bids up to the date and time shown therein. The District will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the Bidder. It is the Bidder’s sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

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

29. Insurance Requirements

The successful Bidder shall procure the insurance in the form and in the amount specified in the General Conditions.
30. **Prevailing Wage**

The general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract may be obtained online at http://www.dir.ca.gov/dlsr. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

31. **Debarment of Contractors and Subcontractors**

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

Contractors who will perform more than $100,000 in business with the District during the fiscal year must complete the Suspension and Debarment Certification, Certification Regarding Lobbying Form (and, if applicable, Disclosure of Lobbying Activities) forms. The forms are available upon request from the Purchasing Office at 619-336-7784. The District is prohibited from contracting with Contractors that are on the U.S. General Services Administration’s Suspension and Debarment List. The Suspension and Debarment Certification is required to document that the Vendor or any of its key employees have not been debarred, proposed for debarment, or suspended by a Federal agency.

32. **Sales and Other Applicable Taxes, Permits, and Fees**

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

33. **Iran Contracting Act of 2010**

The Bidder hereby certifies that he/she or it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Iran Contracting Act of 2010. The Bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Bidder’s failure to comply strictly with the Iran Contracting Act of 2010.

34. **Prequalification**

Prospective bidders are required to be pre-qualified for projects in excess of one million dollars ($1,000,000) in estimated value using any funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 or any funds from any state school bond. Additionally, subcontractors in the trades of mechanical, electrical and plumbing are required to be prequalified. These trades are associated with California State Contractor’s License classifications including, but not limited to: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46. The prequalification process may be conducted on a per project basis and/or on scheduled basis, as determined by the needs of the District. Prequalification status is valid for one (1) calendar year. **This Project is not subject to prequalification.**

End of Information for Bidders
NATIONAL SCHOOL DISTRICT

ASPHALT AND PAVING PROJECTS
BID 18-19-185

SECTION 3
CONTRACT BID FORMS
TO: National School District, acting by and through its Governing Board, herein called the "District":

1. The District reserves the right to award one or more projects to one or more contractors based on availability of funds. The District has no obligation to award all contracts listed on this Bid Form.

2. DISTRICT MEASUREMENTS ARE APPROXIMATE. BIDDER IS RESPONSIBLE FOR TAKING ACTUAL MEASUREMENTS PRIOR TO BIDDING PROJECTS LISTED HERE.

3. 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 Asphalt and Paving Projects Bid 18-19-185 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:

This space intentionally left blank
<table>
<thead>
<tr>
<th>Project #1 Central School</th>
<th>Measurements</th>
<th>Unit Price</th>
<th>Estimated Total Work to be Done</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Satin Seal Coating*</td>
<td>43,224 SF</td>
<td>43,224 SF</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Skin Patch</td>
<td>280 SF</td>
<td>280 SF</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Grind/Patch/Seal (1.5&quot;D X 18&quot;W)</td>
<td>10 LF</td>
<td>10 LF</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Removal &amp; Replace Asphalt (4&quot;)</td>
<td>750 SF</td>
<td>750 SF</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Crack Fill/Seal</td>
<td>1,078 LF</td>
<td>1,078 LF</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>White Striping 4&quot; wide</td>
<td>2,383 LF</td>
<td>2,383 LF</td>
<td></td>
</tr>
</tbody>
</table>

Total Amount for Project #1: $ ___________

*Sealing must take place no sooner than seven (7) full calendar days after asphalt is laid and no later than thirty (30) calendar days after asphalt is laid.

Total Base Bid – Project #1 Amount (add lines 1-6): $ ___________

Allowances are for work not included in the plans and specifications. Allowances belong solely to the District and shall be expended only upon written direction by the District, to be granted or denied at its sole discretion. Any Allowance amount not fully consumed shall belong solely to the District and shall be refunded to the District by deductive change order.

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Removal and disposal of existing Petromat</td>
<td></td>
<td>$5,000.00</td>
<td></td>
</tr>
<tr>
<td>Total Allowances:</td>
<td></td>
<td>$5,000.00</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL EXTENDED BID PRICE PROJECT #1 (BASE + ALLOWANCE): $ ___________

BID AWARDS: Award for each respective Project will be determined on the lowest Base Bid plus Allowance on page 1 for Project 1, page 2 for Project 2, and page 3 for Project 3 of the Contract Bid Forms. The District has no obligation to award this contract.
### Project #2
**Lincoln Acres School**

<table>
<thead>
<tr>
<th></th>
<th>Measurements</th>
<th>Unit Price</th>
<th>Estimated Total Work to be Done</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>45,816 SF</td>
<td>45,816 SF</td>
<td>45,816 SF</td>
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<tr>
<td>2</td>
<td>Grind/Patch/Seal (1.5&quot;D X 18&quot;W)</td>
<td>170 LF</td>
<td>170 SF</td>
<td>170 SF</td>
</tr>
<tr>
<td>3</td>
<td>Grind/Patch/Seal (1.5&quot;D X 24&quot;W)</td>
<td>10 LF</td>
<td>10 LF</td>
<td>10 LF</td>
</tr>
<tr>
<td>4</td>
<td>Skin Patch</td>
<td>688 SF</td>
<td>688 SF</td>
<td>688 SF</td>
</tr>
<tr>
<td>5</td>
<td>Removal &amp; Replace Asphalt (4&quot;)</td>
<td>1,280 SF</td>
<td>1,280 SF</td>
<td>1,280 SF</td>
</tr>
<tr>
<td>6</td>
<td>Crack Fill/Seal</td>
<td>1,981 LF</td>
<td>1,981 LF</td>
<td>1,981 LF</td>
</tr>
<tr>
<td>7</td>
<td>White Striping 4&quot; wide</td>
<td>3,543 LF</td>
<td>3,543 LF</td>
<td>3,543 LF</td>
</tr>
</tbody>
</table>

**Total Amount for Project #2** $\

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*Sealing must take place no sooner than seven (7) full calendar days after asphalt is laid and no later than thirty (30) calendar days after asphalt is laid.

Total Base Bid – Project #2 Amount (add lines 1-7): $ (________________________)  

Dollars ______________ Cents

**ALLOWANCES:**

Allowances are for work not included in the plans and specifications. Allowances belong solely to the District and shall be expended only upon written direction by the District, to be granted or denied at its sole discretion. Any Allowance amount not fully consumed shall belong solely to the District and shall be refunded to the District by deductive change order.

<table>
<thead>
<tr>
<th>Allowance Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Removal and disposal of existing Petromat</td>
<td>$5,000.00</td>
</tr>
<tr>
<td><strong>Total Allowances:</strong></td>
<td><strong>$5,000.00</strong></td>
</tr>
</tbody>
</table>

TOTAL EXTENDED BID PRICE PROJECT #1 (BASE + ALLOWANCE): $ (____________________)  

Dollars ______________ Cents

**BID AWARDS:** Award for each respective Project will be determined on the lowest Base Bid plus Allowance on page 2 for Project 1 and page 3 for Project 2 of the Contract Bid Forms. The District has no obligation to award this contract.
ITEMIZED ASPHALT AND CONCRETE PRICING

All pricing listed in the Base Bids on pages 2-3 of the Contract Bid Forms for all projects must match the pricing listed on the sheets below.

Quotes for Concrete Work on this form are not required for these projects.

(ALL ASPHALT PAVING TO INCLUDE SEAL COATING)

<table>
<thead>
<tr>
<th>Estimated Qty.</th>
<th>Description</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 0-10,000 SF</td>
<td>Grading (1&quot;-2&quot;)</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>10,001-50,000 SF</td>
<td>Grading (1&quot;-2&quot;)</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>Over 50,000 SF</td>
<td>Grading (1&quot;-2&quot;)</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>0-10,000 SF</td>
<td>Grading (2&quot;-6&quot;)</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>10,001-50,000 SF</td>
<td>Grading (2&quot;-6&quot;)</td>
<td>$ p/SF</td>
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<tr>
<td>Over 50,000 SF</td>
<td>Grading (2&quot;-6&quot;)</td>
<td>$ p/SF</td>
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<tr>
<td>0-10,000 SF</td>
<td>Grading (6&quot;-12&quot;)</td>
<td>$ p/SF</td>
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<td>10,001-50,000 SF</td>
<td>Grading (6&quot;-12&quot;)</td>
<td>$ p/SF</td>
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<tr>
<td>Over 50,000 SF</td>
<td>Grading (6&quot;-12&quot;)</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>2. 0-10,000 SF</td>
<td>Satin Seal Coating</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>10,001-50,000 SF</td>
<td>Satin Seal Coating</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>Over 50,000 SF</td>
<td>Satin Seal Coating</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>3. 0-10,000 SF</td>
<td>Asphaltic Concrete Overlay 1&quot; (School House Mix*) No greater than 3/8 rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>10,001-50,000 SF</td>
<td>Asphaltic Concrete Overlay 1&quot; (School House Mix*) No greater than 3/8 rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>Over 50,000 SF</td>
<td>Asphaltic Concrete Overlay 1&quot; (School House Mix*) No greater than 3/8 rock</td>
<td>$ p/SF</td>
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<tr>
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<td>Asphaltic Concrete Overlay 2&quot; (School House Mix*) No greater than 3/8 rock</td>
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<td>Over 50,000 SF</td>
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<tr>
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<td>Asphaltic Concrete Overlay 3&quot; (School House Mix*) No greater than 3/8 rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>Estimated Qty.</td>
<td>Description</td>
<td>UNIT PRICE</td>
</tr>
<tr>
<td>---------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>Over 50,000 SF</td>
<td>Asphalitic Concrete Overlay 3&quot; (School House Mix*) No greater than 3/8 rock</td>
<td>$ p/SF</td>
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<tr>
<td>0-10,000 SF</td>
<td>Asphalitic Concrete Overlay 4&quot; (School House Mix*) No greater than 3/8 rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>10,001-50,000 SF</td>
<td>Asphalitic Concrete Overlay 4&quot; (School House Mix*) No greater than 3/8 rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>Over 50,000 SF</td>
<td>Asphalitic Concrete Overlay 4&quot; (School House Mix*) No greater than 3/8 rock</td>
<td>$ p/SF</td>
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<td>$ p/SF</td>
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<td>$ p/SF</td>
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<tr>
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<td>Asphalitic Concrete Overlay 3&quot; No greater than 3/4 rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>Estimated Qty.</td>
<td>Description</td>
<td>UNIT PRICE</td>
</tr>
<tr>
<td>---------------</td>
<td>-------------</td>
<td>------------</td>
</tr>
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<td>Over 50,000 SF</td>
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<td>$ p/SF</td>
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<tr>
<td>0-10,000 SF</td>
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<td>$ p/SF</td>
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<td>$ p/SF</td>
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<tr>
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<td>$ p/SF</td>
</tr>
<tr>
<td>5. 0-10,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 1.5” (School House Mix*) No greater than 3/8 rock</td>
<td>$ p/SF</td>
</tr>
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<td>10,001-50,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 1.5” (School House Mix*) No greater than 3/8 rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>Over 50,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 1.5” (School House Mix*) No greater than 3/8 rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>0-10,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 2” (School House Mix*) No greater than 3/8 rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>10,001-50,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 2” (School House Mix*) No greater than 3/8 rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>Over 50,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 2” (School House Mix*) No greater than 3/8 rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>0-10,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 3” (School House Mix*) No greater than 3/8 rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>10,001-50,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 3” (School House Mix*) No greater than 3/8 rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>Over 50,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 3” (School House Mix*) No greater than 3/8 rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>0-10,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 4” (School House Mix*) No greater than 3/8 rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>10,001-50,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 4” (School House Mix*) No greater than 3/8 rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>Over 50,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 4” (School House Mix*) No greater than 3/8 rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>Estimated Qty.</td>
<td>Description</td>
<td>UNIT PRICE</td>
</tr>
<tr>
<td>---------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
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<td>0-10,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 1” No greater than ½” rock</td>
<td>$ p/SF</td>
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<td>10,001-50,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 1” No greater than ½” rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>Over 50,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 1” No greater than ½” rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>0-10,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 2” No greater than ½” rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>10,001-50,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 2” No greater than ½” rock</td>
<td>$ p/SF</td>
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<tr>
<td>Over 50,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 2” No greater than ½” rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>0-10,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 3” No greater than ½” rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>10,001-50,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 3” No greater than ½” rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>Over 50,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 3” No greater than ½” rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>0-10,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 4” No greater than ½” rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>10,001-50,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 4” No greater than ½” rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>Over 50,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 4” No greater than ½” rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>0-10,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 1” No greater than ¾” rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>10,001-50,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 1” No greater than ¾” rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>Over 50,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 1” No greater than ¾” rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>0-10,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 2” No greater than ¾” rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>10,001-50,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 2” No greater than ¾” rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>Estimated Qty.</td>
<td>Description</td>
<td>UNIT PRICE</td>
</tr>
<tr>
<td>---------------</td>
<td>-------------</td>
<td>------------</td>
</tr>
<tr>
<td>Over 50,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 2” No greater than 3/4” rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>0-10,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 3” No greater than 3/4” rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>10,001-50,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 3” No greater than 3/4” rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>Over 50,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 3” No greater than 3/4” rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>0-10,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 4” No greater than 3/4” rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>10,001-50,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 4” No greater than 3/4” rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>Over 50,000 SF</td>
<td>Petromat plus Asphaltic Concrete Overlay 4” No greater than 3/4” rock</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>6. 0-10,000 SF</td>
<td>Class II Base (2&quot;)</td>
<td>$ p/SF</td>
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<td>10,001-50,000 SF</td>
<td>Class II Base (2&quot;)</td>
<td>$ p/SF</td>
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<td>Class II Base (2&quot;)</td>
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<td>0-10,000 SF</td>
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<tr>
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</tr>
<tr>
<td>Over 50,000 SF</td>
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</tr>
<tr>
<td>0-10,000 SF</td>
<td>Class II Base (4&quot;)</td>
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<td>Class II Base (4&quot;)</td>
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</tr>
<tr>
<td>Over 50,000 SF</td>
<td>Class II Base (4&quot;)</td>
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<td>7. 0-150 SF</td>
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<tr>
<td>151-500 SF</td>
<td>Removal &amp; Replace Asphalt (4&quot;)</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>501-1,500 SF</td>
<td>Removal &amp; Replace Asphalt (4&quot;)</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>1,501-2,500 SF</td>
<td>Removal &amp; Replace Asphalt (4&quot;)</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>0-150 SF</td>
<td>Removal &amp; Replace Asphalt (6&quot;)</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>151-500 SF</td>
<td>Removal &amp; Replace Asphalt (6&quot;)</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>501-1,500 SF</td>
<td>Removal &amp; Replace Asphalt (6&quot;)</td>
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</tr>
<tr>
<td>1,501-2,500 SF</td>
<td>Removal &amp; Replace Asphalt (6&quot;)</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>8. 0-500 LF</td>
<td>White Striping 4” wide</td>
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<tr>
<td>501-1,000 LF</td>
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<td>$ p/LF</td>
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<tr>
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<td>Description</td>
<td>UNIT PRICE</td>
</tr>
<tr>
<td>---------------</td>
<td>-------------</td>
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</tr>
<tr>
<td>Over 2,000 LF</td>
<td>White Striping 4&quot; wide</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>0-500 LF</td>
<td>Blue Striping 4&quot; wide</td>
<td>$ p/LF</td>
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<tr>
<td>501-1,000 LF</td>
<td>Blue Striping 4&quot; wide</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>1,000-2,000 LF</td>
<td>Blue Striping 4&quot; wide</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>Over 2,000 LF</td>
<td>Blue Striping 4&quot; wide</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>0-500 LF</td>
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<td>$ p/LF</td>
</tr>
<tr>
<td>501-1,000 LF</td>
<td>Red Striping 4&quot; wide</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>1,000-2,000 LF</td>
<td>Red Striping 4&quot; wide</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>Over 2,000 LF</td>
<td>Red Striping 4&quot; wide</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>0-500 LF</td>
<td>Yellow Striping 4&quot; wide</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>501-1,000 LF</td>
<td>Yellow Striping 4&quot; wide</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>1,000-2,000 LF</td>
<td>Yellow Striping 4&quot; wide</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>Over 2,000 LF</td>
<td>Yellow Striping 4&quot; wide</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>0-100 LF</td>
<td>Install roll berm</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>101-250 LF</td>
<td>Install roll berm</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>251-500 LF</td>
<td>Install roll berm</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>0-100 LF</td>
<td>Install type “A” berm</td>
<td>$ p/LF</td>
</tr>
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<td>Install type “A” berm</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>251-500 LF</td>
<td>Install type “A” berm</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>0-100 LF</td>
<td>Install redwood headers 2” X 6”</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>101-250 LF</td>
<td>Install redwood headers 2” X 6”</td>
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<tr>
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<td>Install redwood headers 2” X 6”</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>10 X 10 SF</td>
<td>Concrete removal 4&quot;</td>
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</tr>
<tr>
<td>10 X 20 SF</td>
<td>Concrete removal 4&quot;</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>20 X 20 SF</td>
<td>Concrete removal 4&quot;</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>10 X 10 SF</td>
<td>Concrete removal 6&quot;</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>10 X 20 SF</td>
<td>Concrete removal 6&quot;</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>20 X 20 SF</td>
<td>Concrete removal 6&quot;</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>0–50 LF</td>
<td>Install concrete curb 6” X 6”</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>51 – 100 LF</td>
<td>Install concrete curb 6” X 6”</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>0 – 50 LF</td>
<td>Install concrete curb &amp; apron</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>51 – 100 LF</td>
<td>Install concrete curb &amp; apron</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>Estimated Qty.</td>
<td>Description</td>
<td>UNIT PRICE</td>
</tr>
<tr>
<td>---------------</td>
<td>--------------------------------------------------</td>
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<tr>
<td>15. 0 – 50 LF</td>
<td>Install concrete swale (18&quot;)</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>51 – 100 LF</td>
<td>Install concrete swale (18&quot;)</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>0 – 50 LF</td>
<td>Install concrete swale (24&quot;)</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>51 - 100LF</td>
<td>Install concrete swale (24&quot;)</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>16. 10 x 10 SF</td>
<td>Install concrete slab</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>10 x 20 SF</td>
<td>Install concrete slab</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>20 X 20 SF</td>
<td>Install concrete slab</td>
<td>$ p/SF</td>
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<tr>
<td>17. 0 – 50 LF</td>
<td>Saw cutting (concrete)</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>51 - 100 LF</td>
<td>Saw cutting (concrete)</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>101 – 250 LF</td>
<td>Saw cutting (concrete)</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>0 – 50 LF</td>
<td>Saw cutting (asphalt)</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>51 - 100 LF</td>
<td>Saw cutting (asphalt)</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>101 – 250 LF</td>
<td>Saw cutting (asphalt)</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>18. 0-50 CY</td>
<td>Import</td>
<td>$ p/CY</td>
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<tr>
<td>51-100 CY</td>
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<td>19. 0-50 CY</td>
<td>Export</td>
<td>$ p/CY</td>
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<td>51-100 CY</td>
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<td>$ p/CY</td>
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<tr>
<td>20. 0-150 SF</td>
<td>Grind/Patch/Seal Asphalt 1.5&quot; Deep</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>151-500 SF</td>
<td>Grind/Patch/Seal Asphalt 1.5&quot; Deep</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>501-1,500 SF</td>
<td>Grind/Patch/Seal Asphalt 1.5&quot; Deep</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>Over 1,500 SF</td>
<td>Grind/Patch/Seal Asphalt 1.5&quot; Deep</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>0-150 LF</td>
<td>Grind/Patch/Seal (1.5&quot;D X 18&quot;W)</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>151-500 LF</td>
<td>Grind/Patch/Seal (1.5&quot;D X 18&quot;W)</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>501-1,500 LF</td>
<td>Grind/Patch/Seal (1.5&quot;D X 18&quot;W)</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>Over 1,500 LF</td>
<td>Grind/Patch/Seal (1.5&quot;D X 18&quot;W)</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>0-150 LF</td>
<td>Grind/Patch/Seal (1.5&quot;D X 24&quot;W)</td>
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<td>Grind/Patch/Seal (1.5&quot;D X 24&quot;W)</td>
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<td>501-1,500 LF</td>
<td>Grind/Patch/Seal (1.5&quot;D X 24&quot;W)</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>Over 1,500 LF</td>
<td>Grind/Patch/Seal (1.5&quot;D X 24&quot;W)</td>
<td>$ p/SF</td>
</tr>
<tr>
<td>21. 12&quot;X 12&quot;</td>
<td>Armor-Tile Cast in Place System</td>
<td>$ Each</td>
</tr>
<tr>
<td>24&quot;X 24&quot;</td>
<td>Armor-Tile Cast in Place System</td>
<td>$ Each</td>
</tr>
<tr>
<td>24&quot;X 36&quot;</td>
<td>Armor-Tile Cast in Place System</td>
<td>$ Each</td>
</tr>
<tr>
<td>24&quot;X 48&quot;</td>
<td>Armor-Tile Cast in Place System</td>
<td>$ Each</td>
</tr>
<tr>
<td>24&quot;X 60&quot;</td>
<td>Armor-Tile Cast in Place System</td>
<td>$ Each</td>
</tr>
<tr>
<td>Estimated Qty.</td>
<td>Description</td>
<td>Unit Price</td>
</tr>
<tr>
<td>---------------</td>
<td>------------------------------------------------------</td>
<td>------------</td>
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<tr>
<td>36&quot;X 48&quot;</td>
<td>Armor-Tile Cast in Place System</td>
<td>$ Each</td>
</tr>
<tr>
<td>36&quot;X 60&quot;</td>
<td>Armor-Tile Cast in Place System</td>
<td>$ Each</td>
</tr>
<tr>
<td>22. 12&quot;X 12&quot;</td>
<td>Armor-Tile Surface Applied System</td>
<td>$ Each</td>
</tr>
<tr>
<td>24&quot;X 24&quot;</td>
<td>Armor-Tile Surface Applied System</td>
<td>$ Each</td>
</tr>
<tr>
<td>24&quot;X 36&quot;</td>
<td>Armor-Tile Surface Applied System</td>
<td>$ Each</td>
</tr>
<tr>
<td>24&quot;X 48&quot;</td>
<td>Armor-Tile Surface Applied System</td>
<td>$ Each</td>
</tr>
<tr>
<td>24&quot;X 60&quot;</td>
<td>Armor-Tile Surface Applied System</td>
<td>$ Each</td>
</tr>
<tr>
<td>36&quot;X 48&quot;</td>
<td>Armor-Tile Surface Applied System</td>
<td>$ Each</td>
</tr>
<tr>
<td>36&quot;X 60&quot;</td>
<td>Armor-Tile Surface Applied System</td>
<td>$ Each</td>
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<td>23. 12&quot;X 12&quot;</td>
<td>Armor-Tile Modular Paver System</td>
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<td>24&quot;X 24&quot;</td>
<td>Armor-Tile Modular Paver System</td>
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<td>24. 12&quot;X 12&quot;</td>
<td>Armor-Tile Detectable Directional Tile</td>
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</tr>
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<td>6&quot;X 48&quot;</td>
<td>Armor-Tile Detectable Directional Tile</td>
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<td>$ Each</td>
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<td>24&quot;X 48&quot;</td>
<td>Armor-Tile Detectable Directional Tile</td>
<td>$ Each</td>
</tr>
<tr>
<td>36&quot;X 48&quot;</td>
<td>Armor-Tile Detectable Directional Tile</td>
<td>$ Each</td>
</tr>
<tr>
<td>36&quot;X 60&quot;</td>
<td>Armor-Tile Detectable Directional Tile</td>
<td>$ Each</td>
</tr>
<tr>
<td>25. 4&quot;X 24&quot;</td>
<td>Armor-Tile Detectable Guidance Tile</td>
<td>$ Each</td>
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<tr>
<td>26. Each</td>
<td>Replace Existing Wooden Ramp 6'X20' with Concrete</td>
<td>$ Each</td>
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<tr>
<td></td>
<td>8&quot; Class II base</td>
<td></td>
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<td></td>
<td>8&quot; Of Finish Concrete</td>
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<tr>
<td>27. 0-100 LF</td>
<td>Paint Curb 6X6 Red</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>101-500 LF</td>
<td>Paint Curb 6X6 Red</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>501-1,000 LF</td>
<td>Paint Curb 6X6 Red</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>Over 1,000 LF</td>
<td>Paint Curb 6X6 Red</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>0-100 LF</td>
<td>Paint Curb 6X6 Blue</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>101-500 LF</td>
<td>Paint Curb 6X6 Blue</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>501-1,000 LF</td>
<td>Paint Curb 6X6 Blue</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>Over 1,000 LF</td>
<td>Paint Curb 6X6 Blue</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>0-100 LF</td>
<td>Paint Curb 6X6 Green</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>101-500 LF</td>
<td>Paint Curb 6X6 Green</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>501-1,000 LF</td>
<td>Paint Curb 6X6 Green</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>Over 1,000 LF</td>
<td>Paint Curb 6X6 Green</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>0-100 LF</td>
<td>Paint Curb 6X6 White</td>
<td>$ p/LF</td>
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National School District  
Asphalt and Paving Projects  
Bid 18-19-185

<table>
<thead>
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<th>Description</th>
<th>UNIT PRICE</th>
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<tr>
<td>101-500 LF</td>
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<td>$ p/LF</td>
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<tr>
<td>501-1,000 LF</td>
<td>Paint Curb 6X6 White</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>Over 1,000 LF</td>
<td>Paint Curb 6X6 White</td>
<td>$ p/LF</td>
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<tr>
<td>Each</td>
<td>Letter/Number 8&quot; White</td>
<td>$ Each</td>
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<tr>
<td>Each</td>
<td>Letter/Number 12&quot; White</td>
<td>$ Each</td>
</tr>
<tr>
<td>Each</td>
<td>3’ Handicap Sign (Per ADA)</td>
<td>$ Each</td>
</tr>
<tr>
<td>Each</td>
<td>3’ Hash Marks Sign (Per ADA)</td>
<td>$ Each</td>
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<tr>
<td>0-100 LF</td>
<td>Crack Fill/Seal</td>
<td>$ p/LF</td>
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<td>Crack Fill/Seal</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>501-1,000 LF</td>
<td>Crack Fill/Seal</td>
<td>$ p/LF</td>
</tr>
<tr>
<td>Over 1,000 LF</td>
<td>Crack Fill/Seal</td>
<td>$ p/LF</td>
</tr>
</tbody>
</table>

**BID PRICE GUARANTEED:** Prices quoted herein are to remain firm from June 1, 2019 through May 31, 2019.

4. All Unit Pricing listed in the Base Bids on pages 1-3 of the Contract Bid Forms for each project must match the unit prices listed on the Itemized Asphalt and Concrete Pricing list on pages 4-12 of the Contract Bid Forms.

5. The District will not allow square feet (SF) or linear feet (LF) or cubic yards (CY) increases to the bid pricing for the base bid project following opening of the bid except for additional work should it be requested by the District through the change order process.

6. 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.

7. Document checklist:  
   - The required **bid security** is attached hereto.
   - Non-collusion affidavit is attached hereto.
   - The required list of proposed **subcontractors** is attached hereto.
   - Bidder Information Forms are attached hereto.

8. It is understood and agreed that Bidder shall provide the addresses, telephone numbers, and license numbers of all listed subcontractors at bid opening or Bidder's bid may be rejected as nonresponsive.

9. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the 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 seven (7) days after receipt of notification of intent to 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 Proceed, and shall be completed by the Contractor in the time specified in the contract documents.

10. The names of all persons interested in the foregoing proposal as principals are as follows:
11. Bidder certifies that it 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 ____________________________

Signature of Bidder ____________________________

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

Business Address: __________________________________________________________

Place of Residence: ___________________________ _______________________________

Telephone: ( _____ ) ________________________________
BID BOND

THAT ____________________________________________________________, as Principal, and ___________________________________________________________, as Surety, are held firmly bound unto the NATIONAL 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 Asphalt and Paving Projects, BID NO. 18-19-185 as set forth in the Notice Inviting Bids and accompanying Bid Documents, dated March 15, 2019.

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

By: __________________________

Signature

(SEAL)

Surety

By: ______________________________

Signature

(SEAL)

National School District
Asphalt and Paving Projects
Bid 18-19-185
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.

The Department of Industrial Relations (DIR) registration number for each subcontractor will be due no later than 24 hours of bid opening. Failure to supply DIR registration numbers of all subcontractors may result in a determination of non-responsiveness for the bid proposal.

If the Bidder fails to specify a 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 District approval.

(Name and Location of Subcontractor)

Name: _____________________________ ____________________________________
Address: _____________________________ ____________________________________
Ph: ______________  Fax: _____________ License No. ___________________________
DIR #_________________________________

Description of Work to be Subcontracted

(Name and Location of Subcontractor)

Name: _____________________________ ____________________________________
Address: _____________________________ ____________________________________
Ph: ______________  Fax: _____________ License No. ___________________________
DIR #_________________________________
NON-COLLUSION AFFIDAVIT

In accordance with Public Contract Code Section 7106, the undersigned, being first duly sworn, deposes and says that he or she holds the position listed below with the Bidder, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

_____________________________________________

Signature

_____________________________________________

Typed or Printed Name

_____________________________________________

Title

_____________________________________________

Bidder

Subscribed and sworn before me
This ____ day of _______________________, 20____

_____________________________________________

Notary Public in and for
the State of California

(Seal)

My Commission Expires: ______________
**SECTION 3 – C**

**BIDDER INFORMATION FORMS**

**IMPORTANT NOTE:** This bid may be subject to prequalification. All Bidders, regardless of prequalification status, must complete the following Bidder Information Forms and submit them with their bid.
INFORMATION ABOUT BIDDER
[Indicate not applicable (“N/A”) where appropriate.]

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

1.0 Name of Bidder: ____________________________________________________

2.0 Type, if Entity: ____________________________________________________

3.0 Bidder Address: ____________________________________________________

Facsimile Number __________ Telephone Number __________

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.

(see attached)

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:

____________________________________________________________________

____________________________________________________________________
### LIST OF CURRENT PROJECTS (Backlog)

[Attach page for additional current projects.]

<table>
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<th>Description of Bidder's Work</th>
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### LIST OF FIVE COMPLETED PROJECTS - LAST FOUR YEARS

[Attach page if needed for listing of 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.

<table>
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### EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

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

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

2. Summarize each person’s specialized education:
   
   __________________________________________________________
3. List each person’s years of construction experience relevant to the project:

_________________________________________________________________
_________________________________________________________________

4. Summarize such experience:

_________________________________________________________________
_________________________________________________________________

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

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

Subscribed and sworn before me this ___ day of ________________________, 20____.

_____________________________________________________________
Notary Public in and for the State of California

(Seal)

My Commission Expires: __________________________
NATIONAL SCHOOL DISTRICT

ASPHALT AND PAVING PROJECTS
BID 18-19-185

SECTION 4
AGREEMENT
CONTRACT AGREEMENT

THIS AGREEMENT, made this ___day of _____ in the County of ______________, State of California, by and between the National School District, hereinafter called the District, and ______________________, hereinafter called the Contractor,

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

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project:

**Asphalt and Paving Projects**

BID 18-19-185

PROJECT #_______

in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. (a) The work shall be commenced on the date stated in the District's notice to proceed, as provided in Section A of the Special Conditions. As specified in District's notice to proceed, the work shall be completed within Thirty Five (35) calendar days from and after the date stated in such notice, which shall include three (3) working days for normal bad weather, taking into consideration the seasonal weather for the time when construction will be undertaken.

(b) In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum of: ________________________________ ($ ____________), the following amounts stipulated in the bid.

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

- Notice to Contractors Calling for Bids
- Information for Bidders
- Bid, as accepted
- Designation of Subcontractors
- List of Subcontractor's DIR Registration Numbers
- Noncollusion Affidavit
- Agreement
- Bid Bond
- Performance Bond
- Payment Bond for Public Works
- Recycled Content Certification
- Contractor Fingerprinting Requirements
- Asbestos-Free Materials Certification
- Drug-Free Workplace Certification
- Contractor's Certificate Regarding Workers' Compensation
- General Conditions and Special Conditions
- Project Manual and Specifications
- Drawings
- Certification of Contractor and Subcontractor Division of Industrial Relations Registration

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

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

CONTRACTOR: DISTRICT:

License No. ____________ DIR # ____________

By ________________________________

By ________________________________

Its ________________________________

Its ________________________________

Governing Board Date __________________________

(Corporate Seal)
WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

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

    (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

    (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Name

Title

Company

(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.)

00151-00005/3762855.1
NATIONAL SCHOOL DISTRICT

ASPHALT AND PAVING PROJECTS
BID 18-19-185

SECTION 5
PERFORMANCE BOND
PERFORMANCE BOND

WHEREAS the NATIONAL 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 Asphalt and Paving Projects, Bid 18-19-185, 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 under signed 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 NATIONAL 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 _____________________, 20____.

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 )
COUNTY OF ____________ ) ss.

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 ________________.

This space intentionally left blank.
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.
NATIONAL SCHOOL DISTRICT

ASPHALT AND PAVING PROJECTS
BID 18-19-185

SECTION 6
PAYMENT BOND
PAYMENT BOND

WHEREAS, the National School District (hereinafter designated 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: Asphalt and Paving Projects, Bid No. 18-19-185 (the "Project"); and

WHEREAS, said Principal is required by California Civil Code Section 9550 et seq. to furnish a bond in connection with said contract;

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

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or hers or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay (1) any of the persons named in California Civil Code Section 9100, (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 his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor the surety or sureties will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the Public Entity in such suit, including reasonable attorneys’ fees, court costs, expert witness fees and investigation expenses.

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

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the 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 claimant is a person described in California Civil Code Section 9100, 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

00151-00005/3762899.1
NATIONAL SCHOOL DISTRICT

ASPHALT AND PAVING PROJECTS
BID 18-19-185

SECTION 7
GENERAL CONDITIONS
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GENERAL CONDITIONS

Article 1 Definitions

a. The "District" and "Contractor" are those mentioned as such in the agreement. For convenience and brevity, these terms, as well as terms identifying other persons involved in the contract are treated throughout the contract documents as if they are of singular number and masculine gender.

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

c. "Surety" is the person, firm, or corporation, admitted as a California admitted surety, that executes as surety the Contractor's Performance Bond and Payment Bond for Public Works.

d. "Provide" shall include "provide complete in place," that is, "furnish and install."

e. Words such as "indicated," "shown," "detailed," "noted," "scheduled," or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the District is intended, unless stated otherwise.

f. "Work" of the Contractor or subcontractor includes labor or materials or both.

g. The term "day" as used herein shall mean calendar day unless otherwise specifically designated.

h. Where the words "equal," "equivalent," "satisfactory," "directed," "designated," "selected," "as required," and words of similar meaning are used, the written approval, selection, satisfaction, direction, or similar action of the District is required.

i. Where the word "required" and words of similar meaning are used, it shall mean, "as required to properly complete the work as required by the District," unless stated otherwise.

j. The word "perform" shall be understood to mean that the Contractor, at Contractor's expense, shall perform all operations necessary to complete the work, including furnishing of necessary labor, tools, and equipment, and further including the furnishing and installing of materials that are indicated, specified, or required to complete such performance.

k. Where the words "acceptable," "acceptance," or words of similar import are used, it shall be understood that the acceptance of the District is intended.

l. Where shown, the words "includes," and "including," do not limit the work to the items following those words.

Article 2 Drawings and Specifications

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

b. Interpretations. Drawings and specifications are intended to be fully cooperative and to agree. However, if Contractor observes that drawings and specifications are in conflict, he shall promptly notify the District in writing and any necessary changes shall be adjusted as provided in contract for changes in work. If such conflict arises, the following order of precedence shall generally apply, provided, however, that the order of precedence shall not be so rigidly interpreted as to affect an absurd or costly result:

1. Special Conditions shall take precedence over General Conditions.

2. Technical Specifications implement, in additional detail, the requirements of the General Conditions. In the event of conflict between the Technical Specifications and the General Conditions, the General Conditions shall take precedence.

3. In the event of a conflict between the Technical Specifications and the drawings, the higher quality, higher quantity and most stringent requirements shall be deemed to apply and shall govern as to materials, workmanship, and installation procedures.

4. With regard to drawings:

   (a) Figures govern over scaled dimensions;

   (b) Larger details govern over general drawings;

   (c) Addenda/change order drawings govern over contract drawings;

   (d) Contract drawings govern over standard drawings.

5. Work not particularly shown or specified shall be the same as similar parts that are shown or specified.

c. Misunderstanding of drawings and specifications shall be clarified by the District, whose decisions shall be final.
d. Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified.

Article 3 COPIES FURNISHED

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

Article 4 OWNERSHIP OF DRAWINGS

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

Article 5 DETAIL DRAWINGS AND INSTRUCTIONS

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

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

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

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

Article 6 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

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

c. Extension of Time. Contractor shall not be charged liquidated damages because of any delays in completion of work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to: acts of God, or of public enemy, acts of Government, acts of District or anyone employed by it or acts of another Contractor in performance of a contract with District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes. Contractor shall within five (5) days of beginning of any such delay (unless District grants a further period of time prior to date of final settlement of the contract) notify District in writing of causes of delay; thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. The District's findings of fact thereon shall be final and conclusive on all parties. In case of a continuing cause of delay, only one claim is necessary. Time extensions to the project should be requested by the Contractor as they occur and without delay. Regardless of the time lines in the schedule submitted by Contractor, no delay claims shall be accepted by District unless the event or occurrence delays the completion of the project beyond the contractual completion date.
d. **Determining Damages for Delay.** District’s liability to Contractor for delays for which District is responsible shall be limited to an extension of time for delays unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the contract was awarded. Contractor agrees that the District’s representative shall determine the actual costs to Contractor of any delay for which Contractor may claim damages from District. Such costs, if any, shall be directly related to the project, and shall not include costs that would be borne by the Contractor in the regular course of business, including, but not limited to, office overhead and ongoing insurance costs. The District shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the judicious handling of forces, equipment, or plant.

e. **Removal or Relocation of Main or Trunkline Utility Facilities.** The Contractor shall not be assessed for liquidated damages for delay in completion of the project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Such compensation shall be in accordance with the extra work provisions set out at Article 40 hereof.

**Article 7 PROGRESS SCHEDULE**

a. Within fourteen (14) days after the date of the Award of the Contract, Contractor shall prepare a baseline progress schedule in hard copy and disk form and shall submit this schedule for the District’s approval. The schedule shall clearly identify all staffing and other resources which in the Contractor’s judgment are needed to complete the project within the time specified for completion. The schedule shall include milestones and shall include the “critical path” of construction. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the project; the District’s approval of the progress schedule does not relieve the Contractor of any such responsibility. Contractor’s failure to incorporate all elements of work required for the performance of the contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all work required for a completed project within the specified contract time period, notwithstanding the District’s acceptance of the schedule. The first payment will not be made unless the District has been provided and has accepted the project schedule.

b. The schedule shall allow enough time for inclement weather. Such schedule shall indicate graphically the beginning and completion dates of all phases of construction, and shall indicate the critical path for all critical, sequential time related activities. All required schedules shall indicate “float time” for all “slack” or “gaps” in the non-critical activities. Submitted construction schedules shall have a duration which does not exceed the contract time. Excess time may be picked up with “float time” at the discretion of the District. A “bar chart” in reasonably complete detail shall be adequate in contracts over $1 million and shall show critical path items. All required schedules shall be periodically updated to reflect changes in the status of the job, including weather delays. At a minimum, the Contractor shall be required to provide and keep updated a monthly schedule in order to prevent delay claims.

**Article 8 CONTRACT SECURITY**

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

**Article 9 ASSIGNMENT**

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

**Article 10 PROHIBITED INTERESTS**

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

**Article 11 SEPARATE CONTRACTS**
District reserves the right to let other contracts in connection with this work or other work at the same site. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate his work with theirs.

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

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

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

**Article 12 SUBCONTRACTING**

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

b. District's consent to or approval of any subcontractor under this contract shall not in any way relieve Contractor of his obligations under this contract and no such consent or approval shall be deemed to waive any provision of this contract. The District reserves the right of approval of all subcontractors proposed for use on this Project, and to this end, may require financial, performance and such additional information as is needed to secure this approval. If a Subcontractor is not approved, the Contractor shall promptly submit another of the same trade for approval.

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

**Article 13 DISTRICT'S RIGHT TO TERMINATE CONTRACT**

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

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

Additionally, this Contract may be terminated by the District for convenience with forty-eight (48) hours written notice to Contractor.

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

Article 14 GUARANTEE

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

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

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

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

Article 15 NOTICE AND SERVICE THEREOF

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

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

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

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

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

Article 16 WORKERS

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

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

c. The District reserves the right to request that the Project Supervisor be replaced immediately.

Article 17 WAGE RATES, PAYROLL RECORDS AND DEBARTMENT

a. The Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., and 1815 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

b. The Contractor and each subcontractor shall forfeit as a penalty to the District not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each
worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

d. Accurate payroll records shall be kept by the contractor and each subcontractor, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

e. It shall be the responsibility of Contractor to comply with Labor Code section 1776 as it may be amended by the Legislature from time to time with respect to each payroll record.

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

Article 18 APPRENTICES

a. Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by the Contractor or any subcontractor under him. The Contractor shall be knowledgeable of and comply with all California Labor Code sections including 1727, 1772.5, 1775, 1777, 1777.5, 1810, 1813, 1860, including all amendments; each of these sections is incorporated by reference into this Contract. The responsibility for compliance with these provisions for all apprenticeable occupations rests with the Contractor. Knowing violations of Section 1777.5 will result in forfeiture not to exceed $100 for each calendar day of non-compliance pursuant to Section 1777.7.

Article 19 HOURS OF WORK

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

b. The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

c. The Contractor shall pay to the District a penalty of twenty-five dollars ($25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

d. Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District. Refer to Special Conditions for information on specific time-of-day and weekend hour restrictions that apply to this contract.

Article 20 WORKERS’ COMPENSATION INSURANCE

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

b. Company or companies providing insurance coverage shall be acceptable to the District, and in the following form and coverage.

1. Statutory Workers' Compensation and Employer’s Liability Coverage: Contractor shall maintain insurance to afford protection for all claims under California Workers' Compensation Act and other employee benefit acts, and in addition, shall maintain Employer's Liability

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Insurance for a minimum limit of $1,000,000. The Workers' Compensation Policy shall include the following endorsements, copies of which shall be provided to District:

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

Article 21 COMMERCIAL GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE

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

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

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

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

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

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

g. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in Article 25 hereof, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, District may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement, products and completed operations coverage and broad form property damage described in paragraphs d and e, above. To the extent that the umbrella insurer requires notice of changes to the primary policy, notice will be considered to be given and not prejudice the District's rights to recover under the umbrella policy.

h. Contractor and District release each other, and their respective authorized representatives, from any claims (as defined in Article 25 hereof), but only to the extent that the proceeds received from any policy of liability insurance carried by District or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of liability insurance provided by Contractor hereunder shall be a standard waiver of rights of subrogation against District by the insurance company issuing said policy or policies.

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

1. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Agreement (including subsequent policies purchased as renewals or replacements).
2. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Agreement, including the requirement of adding all additional insureds.
3. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Agreement.
4. The policy allows for reporting of circumstances or incidents that might give rise to future claims.
Contractor's failure to procure the insurance specified herein, or failure to deliver certified copies or appropriate certificates of such insurance, or failure to make the premium payments required by such insurance, shall constitute a material breach of the contract, and District may, at its option, terminate the Agreement for any such default by Contractor.

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

District shall retain the right at any time to review the coverage, form, and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

All deviations from the contractual insurance requirements stated herein must be approved in writing by District's risk manager.

Article 22 AUTOMOBILE LIABILITY INSURANCE

Contractor shall take out and maintain at all times during the term of this Contract Automobile Liability Insurance in the amount of, at least, one million dollars ($1,000,000). Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

Article 23 BUILDER'S RISK/APPLICABLE INSTALLATION/FIRE INSURANCE

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

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

Article 24 PROOF OF CARRIAGE OF INSURANCE

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

Contractor shall cause its insurance carrier(s) to furnish the District with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the District Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. The District, its Directors and officers, employees, agents or representatives are named as Additional Insureds and Provide a Waiver of Subrogation in favor of those parties. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the District prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the District may terminate or Stop Work pursuant to the Contract Documents, unless the District receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Project site, or commence operations under this Agreement until the District has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all Endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

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

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

Contractor shall pass down the insurance obligations contained herein to all tiers of sub-contractors working under this Contract.
Article 25 INDEMNIFICATION

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

Article 26 LAWS AND REGULATIONS

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

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

c. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations, and without such notice to District, he shall bear all costs arising therefrom.

Article 27 PERMITS AND LICENSES

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

a. Contractor shall obtain and pay for all other permits and licenses required for the Work, including excavation permit and for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the District.

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

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

Article 28 INSPECTION FEES FOR PERMANENT UTILITIES

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

Article 29 EASEMENTS

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

Article 30 SURVEYS

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

Article 31 EXCISE TAXES

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

Article 32 PATENTS, ROYALTIES, AND INDEMNITIES

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

Article 33 MATERIALS
a. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendency, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time.

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

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

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

e. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the District or any independent contractor.

Article 34  SUBSTITUTION AFTER CONTRACT IS AWARDED

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

b. Refer to Section 20 of the Information for Bidders.

Article 35  SHOP DRAWINGS

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

b. Contractor shall advise District immediately, if District has not checked and approved with reasonable promptness, such schedules and drawings for conformance with design concept of project and compliance with information given in contract documents. Contractor shall make any corrections required by District, file with him three (3) corrected copies, and furnish such other copies as may be needed for construction. District's approval of such drawings or schedules also shall not relieve Contractor from responsibility for deviations from drawings or specifications unless he has in writing called District's attention to such deviations at time of submission and has secured his written approval. District's approval of such drawings and schedules also shall not relieve contractor from responsibility for errors in shop drawings or schedules. For purposes of this section "reasonable promptness" shall mean such reasonable promptness as to cause no delay in the work or in the activities of the District, Contractor or separate contractors, while allowing sufficient time in the District's professional judgment to permit adequate review.

Article 36  SUBMITTALS

a. Contractor shall furnish for approval, within eight (8) days following award of contract a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in specifications. Such log shall indicate whether samples will be provided as specified and in accordance with other provisions of this contract.

b. Contractor will provide samples and submittals, together with catalogs and supporting data required by District within a reasonable time period so as not to cause delays on the project.

c. This provision shall not authorize any extension of time for performance of this contract. District representative will check and approve such samples, only for conformance with design concept of work and for compliance with information given in contract documents. Work shall be in accordance with approved samples. District action will be taken within ten (10) calendar days after receiving such samples and submittals. If in the District's professional judgment fourteen days is an insufficient amount of time to permit adequate review, District shall, within the initial fourteen (14) day period, notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond.

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

Article 37  CLOSEOUT SUBMITTALS

The Contractor shall be responsible for the timely delivery of the technical manuals, warranties and guarantees as required in the Specifications. The final payment will not be made until the District representative has had an opportunity to review and accept the required documents.
Article 38  COST BREAKDOWN AND PERIODICAL ESTIMATES

Contractor shall furnish on forms Approved by the District:

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

b. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the District to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.

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

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

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

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

Article 39  PAYMENTS AND RETENTION

a. Each month as soon as practicable after receipt of approved periodical estimate for partial payment, but in order to avoid the payment of interest, in any event within thirty (30) days of receipt of such periodical estimate, there shall be paid to Contractor a sum equal to ninety-five percent (95%) of the value of work performed up to the last day of the previous month, less the aggregate of previous payments. Upon receipt of a payment request the District shall as soon as practicable determine whether the payment request is proper. If the request is determined not to be a proper payment request, it shall be returned to the Contractor as soon as practicable within seven days after receipt and shall be accompanied by a statement in writing as to the reasons why the payment request is not proper. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by Contractor on a form approved by District and filed before the fifth day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release Contractor or any bondsman from damages arising from such work or from enforcing each and every provision of this contract and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning work, or any portion thereof given by the District or District shall remain uncomplied with.

b. The final payment of five percent (5%) of the value of work done under this contract, if unencumbered, shall be made within sixty (60) days after the date of completion of the work, provided however, that in the event of a dispute between the District and the Contractor, the District may withhold from the final payment an amount not to exceed one hundred and fifty percent (150%) of the disputed amount. Completion means any of the following as provided by Public Contract Code section 7107:

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

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

3. For purposes of this contract, the acceptance by the District means acceptance made only by an action of the governing body of District.

4. In session. Acceptance by Contractor of said final payment shall constitute a waiver of all claims against District arising from this contract.

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

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

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

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

e. Whenever any part of the work is in a condition suitable for use, and the best interest of the District requires such use, the District may take possession of, connect to, open for public use, or use a part thereof. When so used, maintenance and repairs due to ordinary wear and tear or vandalism will be made at District's expense. The use by the District as contemplated in this section shall in no case be construed as constituting acceptance of the work or any part thereof. Such use shall neither relieve the Contractor of any of his responsibilities under the Contract nor act as a waiver by the District of any of the conditions thereof. Contractor shall continue to maintain all insurance, including Builder's Risk insurance, on the project.
Article 40 PAYMENTS WITHHELD

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

a. Stop Notice Claims.

b. Defective work not remedied.

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

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

e. Damage to another contractor or third party.

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

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

h. Failure to provide updates on the construction schedule.

i. Site clean-up.

j. Failure of the Contractor to comply with requirements of the Contract Documents.

k. Liquidated damages.

l. Legally permitted penalties.

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

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

Article 41 CHANGES AND EXTRA WORK


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

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

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

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

5) Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the District.
6) Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the District.

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

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

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

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

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

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

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

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

iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor's Net Cost.

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

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

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

10) For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the District a detailed estimate or quotation of the cost to the Contractor, signed by such vendor or supplier.

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

12) Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the change order for work. No claims shall be allowed for impact, extended overhead costs,
13) If the District disagrees with the proposal submitted by Contractor, it will notify the Contractor and the District will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the District, a change order will be issued by the District. If no agreement can be reached, the District shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the District within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order.

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

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

Article 42 DEDUCTIONS FOR UNCORRECTED WORK

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

Article 43 PAYMENTS BY CONTRACTOR

Contractor shall pay:

a. For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered,

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

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

Article 44 CONTRACTOR'S SUPERVISION

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

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

Article 45 INSPECTOR'S FIELD OFFICE

A determination regarding whether an inspector's field office is required is contained in the Special Conditions.

When required by provisions set forth in the bid documents:

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

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

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

Article 46 DOCUMENTS ON WORK

a. Contractor shall keep one copy of all contract documents, including addenda, change orders, Division I, Title 21 of the California Code of Regulations, Parts 1-5 and 12 of Title 24 of the California Code of Regulations, and the prevailing wage rates applicable at the time of the contract,
which are a part of contract documents, on job at all times. Said documents shall be kept in good order and shall be available to District representative, District and his representatives. Contractor shall be acquainted with and comply with the provisions of said Titles 21 and 24 as they relate to this project. (See particularly Duties of the Contractor, Title 24 California Code of Regulations, section 4-343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to this project, particularly Titles 17, 19, 21 and 24.)

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

Article 47 RECORD ("AS BUILT") DRAWINGS

a. Contractor shall maintain a clean, undamaged set of contract drawings and shop drawings. In addition to maintaining one complete set of record drawings (herein referred to as "as-builts"), Contractor shall require each trade to do its own as-builts. The trade as-builts shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the District's representative or District. Contractor shall mark the set to show the actual installation where the installation varies from the work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and accurately where shop drawings are used, and shall record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of the work.

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

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

Article 48 UTILITY USAGE

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

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

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

d. If contract is for construction in existing facilities, Contractor may, with written permission of District, use District's existing utilities by making pro-ranged payments to District for utilities used by Contractor for construction.

Article 49 SANITARY FACILITIES

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

Article 50 TRENCHES

a. Trenches Five Feet or More in Depth. The Contractor shall submit to the District, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If the plan varies from shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations.

Article 51 PROTECTION OF WORK AND PROPERTY

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

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

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

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

1. Enclose working area with a substantial barricade, arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities, and perform work which may interfere with school routine before or after school hours. (This subsection applies to new construction on existing sites.)

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

3. Deliver materials to the building area over a route designated by District.

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

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

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

Article 52 LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by the Contractor at his expense. Such work shall be done by a qualified civil engineer or land surveyor licensed in California and approved by the District. Any required “as-built” drawings of site development shall be prepared by the a qualified civil engineer or land surveyor licensed in California and approved by the District.

Article 53 REMOVAL OF HAZARDOUS MATERIALS

a. Since removal and/or abatement of asbestos, PCBs and other toxic wastes and hazardous materials is a specialized field of work with specialized insurance requirements, unless otherwise specified in the contract documents, district shall contract directly for such specialized services, if required, and shall not require the Contractor to subcontract for such services.

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

Article 54 CUTTING AND PATCHING

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

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

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

Article 55 CLEANING UP

Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by this work. Contractor shall not leave debris under, in, or about the premises. Upon completion of work, Contractor shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. See Special Conditions for additional requirements and instructions.
Article 56  CORRECTION OF WORK BEFORE FINAL PAYMENT

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

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

Article 57  ACCESS TO WORK

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

Article 58  OCCUPANCY

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

Article 59  DISTRICT’S INSPECTOR

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

b. All work shall be under the observation of said inspector. He shall have free access to any or all parts of work at any time. Contractor shall furnish inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting progress and manner of work and character of materials. Inspection of work shall not relieve Contractor from any obligation to fulfill this contract. Inspector or District shall have authority to stop work whenever the provisions of the contract documents are not being complied with and Contractor shall instruct his employees accordingly.

Article 60  TESTS AND INSPECTIONS

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

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

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

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

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

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

Article 61  SOILS INVESTIGATION REPORT

When a soils investigation report obtained from test holes at the site is available, such report shall not be a part of this contract. Nevertheless, with respect to any such soils investigation and/or geotechnical report regarding the site, it shall be the responsibility of the Contractor to review and be familiar with such report. Any information obtained from such report or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, and does not form a part of the contract, unless otherwise specifically provided. Contractor is required to make a visual examination of site and must make whatever tests he deems appropriate to determine the underground condition of the soil. Limited soil tests and subsurface investigations, if any, are available for review and consideration by Contractor and were conducted for the purpose of design only. Subsurface
investigation information is made available by District solely as a matter of convenience and general information for Contractor and Contractor is expected to review and be familiar with such information. No representation is made by District or District that information provided is completely representative of all conditions and materials which may be encountered. If such a report is referenced in the contract documents for performance of the Work, such reference shall be to establish minimum requirements only. Further, no representation is made by District or District that information provided is solely adequate for purposes of construction. District disclaims responsibility for interpretations by Contractor of soil and subsurface investigation information, such as in protecting soil-bearing values, rock profiles, presence and scope of boulders and cobbles, soil stability and the presence, level and extent of underground water. Contractor shall determine means, methods, techniques and sequences necessary to achieve required characteristics of completed Work. Conditions found after execution of the Agreement to be materially different from those reported and which are not customarily encountered in the geographic area of the Work shall be governed by provisions of the General Conditions of the Contract for unforeseen conditions.

Article 62 DISTRICT’S STATUS

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

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

Article 63 DISTRICT’S DECISIONS

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

Article 64 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

Article 65 LABOR/EMPLOYMENT SAFETY

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

Article 66 NOTICE OF TAXABLE POSSESSORY INTEREST

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

Article 67 ASSIGNMENT OF ANTITRUST ACTIONS

Contractor or subcontractor offers and agrees to assign to District all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 USC, section 15) or under the Cartwright Act (chapter 2 (commencing with section 17100) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this contract or any subcontract. This assignment shall be made and become effective at the time District tenders final payment to the Contractor, without further acknowledgment by the parties.

Article 68 SUBSTITUTION OF SECURITY

a. Upon the Contractor’s request, the District will make payment of funds withheld from progress payments to ensure performance under the contract pursuant to the requirements of Public Contract Code section 22900 if the Contractor deposits in escrow with the District or with a bank acceptable to the District, securities eligible for investment under Government Code section 16430, bank or savings and loan certificates of deposit, or other security mutually agreed to by the Contractor and the District, subject to the following conditions:

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

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

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

   a. The amount of securities to be deposited,

   b. The providing of powers of attorney or other documents necessary for the transfer of the securities to be deposited,
a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

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

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

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

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

c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties. (Public Contract Code section 7104).

**Article 69 EXCAVATIONS DEEPER THAN FOUR FEET**

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

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

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

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

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

d. Failure to comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its Board Members, 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 Board Members, 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 negligence or willful misconduct of District, its Board Members, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for delay in completing the contract in accordance with Article 6 hereof, caused by Contractor's failure to comply with Permit.

**Article 70 COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION**

a. The Contractor shall be required to comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (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. The Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. The Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating Work. It shall be Contractor's responsibility to evaluate the cost of compliance with the SWPPP in bidding on this contract. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the contract amount.

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

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

d. Contractor shall be required to comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its Board Members, 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 Board Members, 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 negligence or willful misconduct of District, its Board Members, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for delay in completing the contract in accordance with Article 6 hereof, caused by Contractor's failure to comply with Permit.

**Article 71 RESOLUTION OF CONSTRUCTION CLAIMS OF $375,000 OR LESS**

a. Claims between District and Contractor shall first be resolved using the procedures set forth at Public Contract Code Section 9204. “Claims” are defined, pursuant to Public Contract Code §9204, as a separate demand by Contractor for one of the following: a time extension for relief from penalties for delay; payment of money or damages arising from work done; or payment of an amount disputed by District.
b. Upon receiving a claim sent by registered or certified mail, District must review and provide a written response within forty-five (45) days that identifies the disputed and undisputed portions of the claim. The forty-five (45) day period to respond may be extended by mutual agreement. The claim is deemed rejected in its entirety if District does not issue a response. Any payment due on an undisputed portion of the claim must be processed within sixty (60) days after District's response. If a claimant disputes District's response or lack thereof, the claimant may demand to meet and confer for settlement of the issues in dispute. Any portion of a claim that remains in dispute after a meet and confer conference will be subject to nonbinding mediation process, as described in Public Contract Code Section 9204. Undisputed and unpaid claims accrue interest at 7% per annum. A subcontractor or lower tier subcontractor may make a claim to District through Contractor, as specified in Public Contract Code Section 9204. However, the procedures in this section shall not supersede the requirements of the Agreement with respect to Contractor's notification to District of such claim or extend the time for the giving of such notice as provided in the Agreement.

c. For public work claims of $375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to Article 7.1 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20160) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

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

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

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

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

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

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

Article 72 RESOLUTION OF CONSTRUCTION CLAIMS IN EXCESS OF $375,000

a. Claims between District and Contractor shall first be resolved using the procedures set forth at Public Contract Code Section 9204. "Claims" are defined, pursuant to Public Contract Code §9204, as a separate demand by Contractor for one of the following: a time extension for relief from penalties for delay; payment of money or damages arising from work done; or payment of an amount disputed by District.

b. Upon receiving a claim sent by registered or certified mail, District must review and provide a written response within forty-five (45) days that identifies the disputed and undisputed portions of the claim. The forty-five (45) day period to respond may be extended by mutual agreement. The claim is deemed rejected in its entirety if District does not issue a response. Any payment due on an undisputed portion of the claim must be processed within sixty (60) days after District's response. If a claimant disputes District's response or lack thereof, the claimant may demand to meet and confer for settlement of the issues in dispute. Any portion of a claim that remains in dispute after a meet and confer conference will be subject to nonbinding mediation process, as described in Public Contract Code Section 9204. Undisputed and unpaid claims accrue interest at 7% per annum. A subcontractor or lower tier subcontractor may make a claim to District through Contractor, as specified in Public Contract Code Section 9204. However, the procedures in this section shall not supersede the requirements of the Agreement with respect to Contractor's notification to District of such claim or extend the time for the giving of such notice as provided in the Agreement.
c. If a dispute in excess of a total value of $375,000, arises out of, or relates to this contract, or the breach thereof, and said dispute cannot be settled through normal contract negotiations, the parties agree that as a condition precedent to the initiation of litigation, the dispute shall first be submitted to mediation pursuant to this Article. The mediation is voluntary, non-binding, and intended to provide an opportunity for the parties to evaluate each other's cases and arrive at a mutually agreeable resolution of the dispute. These provisions relating to voluntary mediation shall not be construed or interpreted as mandatory arbitration.

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

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

f. The costs for all mediation, including the administrative fees and mediator compensation, will be shared equally by all parties. Fees shall be jointly negotiated by all parties directly with the Administrator. The expenses of witnesses for any party shall be paid by the party producing such witnesses.

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

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

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

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

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

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

m. Any resultant agreements from mediation shall be documented in writing, as agreed upon during the mediation, and may be used as the basis for a change order or other directive as appropriate. All mediation results and documentation shall be non-binding and inadmissible for any purpose in any legal proceedings, unless such admission is otherwise agreed in writing by all parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery in subsequent proceedings.

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

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

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

Article 73 GOVERNING LAW AND VENUE

This Contract shall be governed in accordance with the laws of the State of California and venue shall be in San Diego County.
Article 74  FINGERPRINTING

The determination of fingerprinting requirements are set forth in the Special Conditions.

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

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

(b) Contracts for Construction, Reconstruction Rehabilitation or Repair of a School Facility Involving Only Limited Contact With Students.

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

Article 75  COMPLIANCE WITH DTSC GUIDELINES – IMPORTED SOILS

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

Article 76  NO ASBESTOS

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

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

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

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

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

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

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

d. Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Agreement, the Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Governing Board, employees, agents, representatives, including its District and assigns, for all asbestos liability which may be associated with this work. The Contractor further agrees to instruct his/her employees with respect to the above-mentioned standards, hazards, risk and liabilities.
**Article 77 NOTIFICATION OF THIRD PARTY CLAIMS**

The District shall provide the Contractor with timely notification of the receipt by the District of any third party claim relating to this contract, and the District may charge back to the Contractor the cost of any such notification.

**Article 78 LABOR COMPLIANCE MONITORING AND ENFORCEMENT**

a. 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 and any contract for public work. The District may not accept a bid or enter into a contract for a public works project with an unregistered contractor.

b. 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, 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.

c. 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.

**Article 79 PREQUALIFICATION**

a. Prospective bidders are required to be prequalified for projects in excess of one million dollars ($1,000,000) in estimated value using any funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 or any funds from any state school bond. Additionally, subcontractors in the trades of mechanical, electrical and plumbing are required to be pre-qualified. These trades are associated with California State Contractor’s License classifications including, but not limited to: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46. The prequalification process may be conducted on a per project basis and/or on scheduled basis, as determined by the needs of the District. Prequalification status is valid for one (1) calendar year. This Project is not subject to prequalification.

b. The District has developed a standard questionnaire, requirements, and a rating system in order to pre-qualify prospective bidders. Pre-qualification packets are available from the District by request. In addition, the District has developed an appeals process for those prospective bidders who are deemed not qualified and who desire to appeal the District’s prequalification decision.

c. The District and/or its appointed representatives will conduct an independent review of, evaluate, and score each contractor/subcontractor’s submitted prequalification packets. Letters regarding each contractor/subcontractor’s prequalification status will be sent to each contractor/subcontractor upon completion of the review. Contractors/subcontractors who receive a non-qualified status will also be given specific details as to the basis of the non-qualified rating so that they may have an opportunity to re-submit their packet.

d. If a pre-qualification window is open in conjunction with the Project, prospective bidders must submit pre-qualification packets at least ten (10) days prior to the bid closing deadline. Bidders shall receive notification of their prequalification status at least five (5) days prior to the bid closing deadline. The list of prequalified bidders shall be published at least five (5) days prior to the bid closing timeline. The District will accomplish this task by maintaining an up-to-date list of prequalified bidders and posting it to the District’s website.

END OF GENERAL CONDITIONS
NATIONAL SCHOOL DISTRICT

ASPHALT AND PAVING PROJECTS
BID 18-19-185

SECTION 8
SPECIAL CONDITIONS
SPECIAL CONDITIONS

A. **Time of Performance.** The work shall be commenced on the date stated in the District’s notice to the Contractor to proceed; which date will be not less than ten (10) consecutive calendar days from and after the date of the Notice of Award and shall be completed in accordance with the scheduled dates as specified below. District and Contractor each hereby stipulate that the stated performance period is accepted as reasonable and that no other performance period shall be acceptable unless accepted in writing (See Article 2 of Agreement and Article 6 of General Conditions).

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

1. The anticipated date of the award of the contracts is **April 24, 2019.**
2. Contract submittals are due on **May 8, 2019.**
3. **Substitutions to Specified Materials, Processes, or Articles Prior to Bid Submittal:** Any proposals for substitutions of equipment, materials, or products other than what is specified in the bid documents must be submitted, in writing, to the District within **seven (7) calendar days** of the bid documents release date. After reviewing the request, the District will respond with its decision to all parties who have submitted their contact information in accordance with the instructions in the Notice to Contractors. The District has the right to reject any or all requests for substitutions of equipment, materials, or products other than what is specified in the bid documents. The Bidder shall bear all of the District’s costs associated with the review of substitution requests.
4. Work shall begin on **or after June 10, 2019,** or as directed by Director of Maintenance, Operations and Facilities.
5. Contractor shall complete work under these agreements by **July 14, 2019.**
6. 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 Article 13 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 for **June 10, 2019** or such Project work start date as shall be otherwise specified in writing 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. **Future Work:** All future work awarded from this bid, shall be coordinated with the District Maintenance, Operations, and Facilities Department representative and Contractor. No work shall be started until scheduling has been agreed upon by all parties. Work will be authorized by purchase order(s) referencing bid **18-19-185** and issued by the District's Purchasing Department. After the purchase order is received, it will be the contractor’s responsibility to coordinate the work at each site with the Maintenance, Operations, and Facilities Department, (619) 336-7780, so that the work may be accomplished with a minimum of interference to the sites.

C. **Liquidated Damages – Contract Submittals:** If contract, bonds, and certificates of insurance are not received by the District within the scheduled time period, the agreed liquidated damages established in Article 6 of the General Conditions is Fifty Dollars ($ 50.00 ) per day for each calendar date the start date is delayed.

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

D. **Documents Furnished.** The number of copies of drawings and specifications to be furnished to Contractor free of charge, per Article 3 of the General Conditions, is one (1). Additional copies of the drawings are the responsibility of the contractor.
E. **Bonds**: Contractor shall provide (i) a bid bond or cashier's check payable to National School District in the amount of ten percent (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.

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

   **Commercial General Liability and Property Damage Insurance**

   (which provides limits of not less than:

   (a) Per occurrence (combined single limit) $2,000,000

   (b) Project Specific Aggregate (for this project only) $3,000,000

   (c) Products/Completed Operations $2,000,000

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

G. **Executed Copies**: The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond for Public Works required is two (2).

H. **License Classification**: Each bidder shall be a licensed Contractor pursuant to the Business and Professions Code and shall be licensed in the following classification:

   C-12 Earthwork and Paving Contractor

   and/or

   A-General Engineering Contractor

I. **Certification Requirements**: When specified in the bid documents, the Contractor or Sub Contractor must be certified by the factory or manufacturer to install equipment or other products. Such certifications must be obtained prior to submittal of bid.

J. **Fingerprinting**: Pursuant to the provisions of Article 74 of the General Conditions, District Determination of Fingerprinting Requirement Application is as follows:

   a. The District has considered the totality of the circumstances concerning the Project and has determined that the Contractor and Contractor's employees:

      1. _____ are subject to the requirements of Education Code section 45125.2 and Paragraph (a) of Article 73 of the General Conditions. Fingerprinting and criminal background checks are required for this project.

      2. X _____ are not subject to the requirements of Education Code section 45125.2 and are subject to Paragraph (b) of Article 73 of the General Conditions.

K. **Cleaning Up**: Pursuant to the specific provisions of Article 55, "Cleaning Up", of the General Conditions, the Contractor is responsible at all times to keep the premises free from debris, waste, rubbish and excess materials and dispose of it in disposal site in accordance with provisions of existing law. The Contractor acknowledges and understands that the Project work here is to be performed on existing and functioning school facilities. The Contractor hereby acknowledges and agrees that if and/or when the Contractor fails to fulfill its clean-up responsibility on a daily basis, the District will undertake to authorize additional regular work or overtime work by its own maintenance and/or custodial employees to keep the premises free from debris, waste and rubbish by authorizing regular and/or overtime work for its maintenance and/or custodial employees. This work time shall be charged back to the Contractor and deducted from the Contractor's progress payments and/or final payment at the rate of $22.00 per hour for regular time and $33.00 per hour for overtime. The Contractor will not be notified in advance of any such clean up of the premises to be performed by the District's employees unless the number of hours required in any work week for such clean up of the premises by District employees is both anticipated and estimated by the District to exceed five (5) total weekly hours of either the regular or overtime rates specified herein or the combined regular and overtime rates specified herein.
L. **Inspector's Field Office:** Not applicable to this project.

M. **Time-of Day Restrictions:** Worksites will be available all day Monday through Saturday June 10, 2019 through July 14, 2019. Worksites are closed July 4, 2019. A project calendar will be arranged with the Director of Maintenance, Operations, and Facilities. Calendar for the 2018-2019 school year is located on the NSD website.

END OF SPECIAL CONDITIONS
NATIONAL SCHOOL DISTRICT

ASPHALT AND PAVING PROJECTS
BID 18-19-185

SEE APPENDIX A FOR SITE MAPS

SECTION 9
SPECIFICATIONS
TECHNICAL SPECIFICATIONS

ASPHALTIC CONCRETE OVERLAY

1.0 Scope of Work

1.1 The work includes all labor, material, equipment, and transportation required to complete all asphaltic concrete paving overlay.

1.2 The contractor shall be responsible for controlling the quality of the asphaltic concrete product entering the work, including aggregate, asphalt binder, additives, and asphalt concrete mixture; for controlling the quality of the work performed, including mix design, and mixing, transporting, spreading, and compacting the asphalt concrete; for controlling the quality of the finished surface; and for developing implementing, and maintaining a quality control program.

2.0 Work Included

2.1 Work is to include, but is not limited to the following:

2.1.1 The contractor shall prepare the surface in compliance with the manufacturer's specifications.

2.1.2 The surface shall be free of dirt, debris, water, or other foreign material prior to seal coating.

2.1.3 The use of weed killer as needed.

3.0 Materials

3.1 Asphaltic concrete per State of California standard specifications, Section 39, for 3/8 fine under 1" maximum asphalt concrete and shall be Grade AR-4000 in compliance with provisions in Section 92, “Asphalts”.

3.2 Liquid asphalt for seal coat shall be satin seal.

3.3 Asphalt for tack coat and paint binder shall be 85-100 penetration asphalt cement.

3.4 Weed Killer (Polybor-chlorate or Monobor-Chlorate).

3.5 Any overlay over 1” should be 3/8” max.

4.0 Construction

4.1 Asphaltic overlay to be applied at a minimum depth of 1”.

4.2 Apply tack coat to existing surface prior to application of overlay.

4.3 Satin sealcoating applied at a uniform rate of 25 gallons per 1000 square feet or as specified by manufacturer of seal coating material.
1.0 Scope of Work

1.1 The work includes all labor, material, equipment and transportation required to complete all asphaltic concrete paving.

1.2 The contractor shall be responsible for controlling the quality of the asphalt concrete product entering the work, including aggregate asphalt binder, additives, and asphalt concrete mixture; for controlling the quality of the work performer, including mix design, and mixing, transporting, spreading, and compacting the asphalt concrete; for controlling the quality of the finished surface; and for developing implementing, and maintaining a quality control program.

2.0 Work Included

2.1 Work is to include, but is not limited to the following:

2.1.1 The contractor shall prepare the surface in compliance with the manufacturer's specifications.

2.1.2 The surface shall be free of dirt, debris, water, or other foreign material prior to seal coating.

2.1.3 The use of weed killer as needed.

3.0 Material

3.1 Asphaltic Concrete per state of California standard specifications, section 39, for 1/2-inch maximum asphalt concrete and shall be Grade AR-4E)00 in compliance with provisions in section 92, "Asphalts".

3.2 Asphalt for tack coat and paint binder shall be 85-100 penetration asphalt cement.

3.3 Base Material shall be decomposed granite.

3.4 Satin Seal coat

3.5 Weed Killer (Polybor-chlorate or Monobor-Chlorate).

4.0 Construction

4.1 Base:

4.1.1 Remove old asphalt and prepare subgrade.

4.1.2 Apply weed killer per manufacturer's specifications prior to applying base on surface material.

4.1.3 Base shall consist of Class II Base and spread in a uniform layer at a minimum depth of 2 inches after proper compaction. Material is to be shaped to indicated grade and rolled with a ten ton roller until material has reached its maximum level of compaction, Depressions or high spots shall be made level as to provide an even surface,

4.1.4 Clean and prime surface with a paint binder prior to applying asphaltic concrete to areas adjoining pavement.

4.1.5 Asphaltic concrete mixture shall be applied at a minimum depth of 4 inches.

4.1.6 Apply tack coat to existing surface prior to application of overlay.
4.1.7 Satin seal coating applied over satin seal surface sealer at a uniform rate of 25 gallons per 1000 square feet or as specified by manufacturer of seal coating material.

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TECHNICAL SPECIFICATIONS

PAVEMENT REINFORCING FABRIC

1.0 Scope of Work

1.1 The work includes all labor, material, equipment, and transportation required to place asphalt overlay geotextile (paving fabric) beneath a pavement overlay or between pavement layers to provide a moisture barrier membrane and a stress absorbing interlayer.

2.0 Work Included

2.1 Work is to include, but is not limited to the following:

2.1.1 The contractor shall prepare the surface in compliance with the manufacturer's specifications.
2.1.2 The surface shall be free of dirt, debris, water, or other foreign material prior to seal coating.
2.1.3 The use of weed killer as needed.
2.1.4 Material.
2.1.5 Asphalitic concrete paving.
2.1.6 Seal coating.

3.0 Paving Fabric

3.1.1 Paving Fabric: shall be a needle-punched, non-woven material consisting of at least 85 percent by weight polyolefins, polyesters or polyamides. The paving fabric shall be resistant to chemical attack, rot and mildew and shall have no tears or defects that will adversely alter its physical properties. The fabric shall be specifically designed for pavement applications and be heat-set on one side to reduce tack, coat bleed-through and to minimize fabric pick-up by construction equipment during installation.

3.1.2 Minimum average roll values:

<table>
<thead>
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<th>PROPERTY</th>
<th>TEST METHOD</th>
<th>MIN. AVG. ROLL VALUES</th>
</tr>
</thead>
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<tr>
<td>Unit Weight</td>
<td>ASTM D 5261</td>
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<tr>
<td>Tensile Strength</td>
<td>ASTM D4632</td>
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<td>Elongation</td>
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<td>Mullen Burst</td>
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<td>250 psi</td>
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<td>Asphalt Retention</td>
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<tr>
<td>UV Stability</td>
<td>ASTM D4355</td>
<td>70% @ 150 hours</td>
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</table>

4.0 Construction

Pavement Reinforcing Fabric is to be installed per manufacturer's specifications.
TECHNICAL SPECIFICATIONS

DETECTABLE/TACTILE WARNING SURFACES

1.0 Scope of Work

1.0 The work includes all labor, material, equipment and transportation required to complete all Armor-Tile Detectable/Tactile Warning Surfaces or “approved equal”.

2.0 General Specifications

2.1 Detectable/Tactile Warning Surfaces must comply with the Americans with Disabilities Act.

2.2 Detectable/Tactile Warning Surfaces must comply with the California Code of Regulations (CCR) Title 24, Part 2.

3.0 Work Included

3.1 Work is to include, but is not limited to the following:

2.1.1 The contractor shall prepare the surface in compliance with the manufacturer’s specifications.

2.1.2 The surface shall be free of dirt, debris, water, or other foreign material prior to installation.

4.0 Manufacturers/Materials

4.1 Color shall be homogeneous throughout the tile. Federal Color Number is Yellow-33538.

4.2 Color matched, flat head drive anchors ¼” diameter X 1-1/2” long. Armor-Drive anchors as supplied by Engineered Plastics Inc. or “approved equal”.

4.3 Armor-Bond Adhesive as supplied by Engineered Plastics Inc. or “approved equal”.

4.4 Armor-Seal Perimeter Sealant as supplied by Engineered Plastics Inc. or “approved equal”.

TECHNICAL SPECIFICATIONS

STAMP CONCRETE

1.0 Scope of Work

1.1 The work includes all labor, material, equipment and transportation required to complete all Stamp Concrete Surfaces or “approved equal”.

2.0 General Specifications

2.1 Dimensions given per school district.

2.2 Form concrete walkways and pad with rebar #4-18 OC.

2.3 Pour color concrete Flag Stone Davis Brown, 3250 Mix Design, P gravel and stamp with fractured slate pattern and seal concrete at a latter date with stamp sheen 100 high gloss sealer or equal.

3.0 Work Included

3.1 Work is to include, but is not limited to the following:

3.1.1 The contractor shall prepare the surface in compliance with the manufacturer’s specifications.

3.1.2 The surface shall be free of dirt, debris, water, or other foreign material prior to installation
NATIONAL SCHOOL DISTRICT

ASPHALT AND PAVING PROJECTS
BID 18-19-185

SECTION 10
ESCROW AGREEMENT
ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the NATIONAL SCHOOL DISTRICT whose address is 1500 N AVENUE, NATIONAL CITY, CA 91950 (hereinafter called "District") and whose address is _________________________________ (hereinafter called "Contractor") and _________________________________ whose address is _________________________________ (hereinafter called "Escrow Agent").

For the consideration hereinafter set forth, the District, 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 District pursuant to the Construction Contract entered into between the District and Contractor for Asphalt and Paving Projects, BID NO. 18-19-185, in the amount of _________________ dated (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the District 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 District 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 District and Contractor. Securities shall be held in the name of ____________________________, and shall designate the Contractor as the beneficial District.

(2) The District 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 District 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 District 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 District. These expenses and payment terms shall be determined by the District, 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 District.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the District to the Escrow Agent that District consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The District 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 District of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the District.
Upon receipt of written notification from the District 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.

Escrow Agent shall rely on the written notifications from the District and the Contractor pursuant to Sections (5) to (8), inclusive, of this Escrow Agreement and the District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

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

On behalf of District: 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 District 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.

DISTRICT:

NATIONAL SCHOOL DISTRICT

Title

Name

Signature

CONTRACTOR:

Title

Name

Signature
NATIONAL SCHOOL DISTRICT

ASPHALT AND PAVING PROJECTS
BID 18-19-185

SECTION 11
CERTIFICATIONS
National School District  
Asphalt and Paving Projects  
Bid 18-19-185

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the NATIONAL SCHOOL DISTRICT (hereinafter referred to as the “District”) and ________________________________ (hereinafter referred to as the “Contractor”) for the Asphalt and Paving Projects, BID NO. 18-19-185 Project (hereinafter referred to as the (Project). This form is required from all successful bidders pursuant to the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. It addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in their workplace and specifying actions which will be taken against employees for violations of the prohibition;

B. Establishing a drug-free awareness program to inform employees about all of the following:
   1. The dangers of drug abuse in the workplace;
   2. The person’s or organization’s policy of maintaining a drug-free workplace;
   3. The availability of drug counseling, rehabilitation and employee-assistance programs; and
   4. The penalties that may be imposed upon employees for drug abuse violations.

C. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision A, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of the Drug-Free Workplace Act as it now exists or may hereinafter be amended. Particularly, I shall abide by Government Code Section 8355 when performing the Contract for the Project by:

A. Publishing a statement notifying employees concerning the prohibition of controlled substance at my workplace;

B. Establishing a drug-free awareness program; and
C. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and agree to abide by the terms of that statement.

I also understand that if the District determines that I have either: (a) made a false certification herein; or (b) violated this certification by failing to carry out the requirements of Section 8355, the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that if I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the Act.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq., and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Executed on this _____________ day of __________________________________, 20________ at ________________________________.

__________________________________
Name of Contractor (Print or Type)

By______________________________________________
Signature

__________________________________
Print Name

__________________________________
Title

Subscribed and sworn before me
this ____ day of _______________, 20___

________________________________
Notary Public in and for
the State of California

(Seal)

My Commission Expires: ______________
ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the ASPHALT AND PAVING PROJECTS, BID NO. 18-19-185 (hereinafter referred to as the “Project”, and submitted it to the NATIONAL SCHOOL DISTRICT (hereinafter referred to as the “District” on behalf of ____________________________ (hereinafter referred to as the “Contractor”).

To the best of my knowledge, information and belief, in 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

________________________________________
Print Name

________________________________________
Title

Subscribed and sworn before me

this _____ day of ______________________, 20____

________________________________________
Notary Public in and for
the State of California

My Commission Expires: ______________________
RECYCLED CONTENT CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for **Asphalt and Paving Projects, Bid 18-19-185** (hereinafter referred to as the “Project”, and submitted it to the **NATIONAL SCHOOL DISTRICT** (hereinafter referred to as the “District” on behalf of (hereinafter referred to as the (“Contractor”)).

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

I declare under penalty of perjury under the laws of the State of California that the following percentages of Postconsumer Material and Secondary Material is in the materials, goods or supplies offered for, or products used in, the performance of the Contract for the Project:

% Postconsumer Material % Secondary Material

Executed on this ________ day of _____________________________, 20___ at _____________________________.

________________________________________
Name of Contractor (Print or Type)

By _________________________________________
Signature

________________________________________
Print Name

________________________________________
Title

Subscribed and sworn before me

this ___ day of _____________________________, 20___

________________________________________
Notary Public in and for the State of California

My Commission Expires: _______________________

Certifications  Page 4 of 7
FINGERPRINTING CERTIFICATIONS

CONTRACTOR FINGERPRINTING REQUIREMENTS

CONTRACTOR CERTIFICATION

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

Contractor's Representative ___________________________ Date ___________________________

CONTRACTOR EXEMPTION

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

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

☐ Emergency or exceptional circumstances exist; or

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

   ______ Installation of physical barrier at the work site to limit contact with pupils.
   ______ Surveillance of employees of the Contractor by school personnel.
   ______ 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. ______________________________________________

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

Contractor's Representative Date

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

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

☐ Emergency or exceptional circumstances exist; or

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

_____ Installation of physical barrier at the work site to limit contact with pupils.

_____ Surveillance of employees of the Contractor by school personnel.

_____ 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.   ______________________________________________

School District Official Date
CERTIFICATION OF CONTRACTOR AND SUBCONTRACTOR
DIVISION OF INDUSTRIAL RELATIONS REGISTRATION

Pursuant to Labor Code Section 1725.5, contractors and all subcontractors must be registered with the Department of Industrial Relations in order to bid on, to be listed in a bid proposal, or to engage in the performance any defined public work contract.

I ________________________________, _______________________________ certify that

(Name) (Title)

________________________________________ is currently registered as a contractor with the

Department of Industrial Relations (DIR):

Contractor’s DIR Registration Number: ____________________________
Expiration Date: ____________________________

Signee further acknowledges:

1. Contractor shall maintain DIR uninterrupted registered status for the duration of the project.
2. Contractor shall note in the Invitation to Bid and the Information for Bidders the DIR’s registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all first, second, and third tier subcontractors are registered at the time of bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish DIR Registration Number for all subcontractors within 24 hours of bid opening.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above listed requirements may result in a determination of non-responsiveness.

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

________________________________________
Signature

________________________________________
Date
NATIONAL SCHOOL DISTRICT

ASPHALT AND PAVING PROJECTS
BID 18-19-185

APPENDIX A
SITE MAPS
All asphalt areas are shaded in yellow. Not all shaded areas are part of this project.
Work site areas are 1, 2, 4, 5, 9, 15, 16, 17
All asphalt areas are shaded in yellow. Not all shaded areas are part of this project. Work site areas are 13, 14, 16, 20

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NATIONAL SCHOOL DISTRICT
District Office
1500 N Avenue
National City, CA 91950

CENTRAL SCHOOL
933 ‘E’ Avenue
National City, CA 91950

EL TOYON SCHOOL
2000 E. Division Street
National City, CA 91950

IRA HARBISON SCHOOL
3235 E. 8th Street
National City, CA 91950

KIMBALL SCHOOL
302 W. 18th Street
National City, CA 91950

LAS PALMAS SCHOOL
1900 E. 18th Street
National City, CA 91950

LINCOLN ACRES SCHOOL
2200 Lanoitan Avenue
National City, CA 91950

PRESCHOOL PROGRAM CENTER
2401 E. 24th Street
National City, CA 91950

OLIVEWOOD SCHOOL
2505 ‘F’ Avenue
National City, CA 91950

JOHN OTIS SCHOOL
621 E. 18th Street
National City, CA 91950

PALMER WAY SCHOOL
2900 Palmer Street
National City, CA 91950

RANCHO DE LA NACIÓN
1830 E. Division Street
National City, CA 91950