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NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the Long Beach Unified District, acting by and through its Governing Board, hereinafter referred to as "District", will receive, prior to **2:00 p.m. PST on November 8, 2018**, sealed bids for the award of a Contract for the following: **RFB No. 02-1819 - Interior Light Fixture Replacement, District-Wide**. The bid documents are available at 2201 E. Market Street, Long Beach, CA 90805 and on our District website at <http://www.lbschools.net>.

All bids shall be made and presented only on the forms provided by the District. Bids shall be received in the Purchasing Department at 2201 E. Market Street, Long Beach, CA 90805 and shall be opened and publicly read aloud at the above stated time and place. Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened.

There will be a Mandatory Pre-Bid Meeting at the District's Purchasing & Contracts Branch located at 2201 E. Market St., Long Beach, CA 90805, on **October 19, 2018 at 9:00 a.m.** Any Contractor bidding on the Project who fails to attend the entire mandatory Pre-Bid meeting will be deemed a non-responsive bidder and will have their bid returned unopened.

Each bidder shall be a licensed contractor pursuant to the California Business and Professions Code, and be licensed to perform the work called for in the Bid Documents. The successful bidder must possess a valid and active **Class B and/or C-10 License** at the time of bid and throughout the duration of this Contract.

Each submitted bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure section 995.120, made payable to the District in the form set forth in the Bid Documents. Such bidder's security must be in an amount not less than ten percent (10%) of the maximum amount of bid as a guarantee that the bidder will enter into the proposed Contract, if the same is awarded to such bidder, and will provide the required Payment Bond, insurance certificates and any other required documents. In the event of failure to enter into said Contract or provide the necessary documents, said security will be forfeited.

The Contractor and all Subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the Contract. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the District, and are also available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code section 1720 et seq., it shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.



INTRODUCTION

The District is seeking sealed bids from qualified vendors (Bidder/Contractor), to provide the services referenced in the Notice Inviting Bids.

The District contact (Contact), below, for this RFB is the sole point of contact for this procurement. Bidders are not permitted to communicate with other District staff or officials about this RFB, except during pre-bid meetings and/or interviews, unless otherwise directed by the Contact.

Erica Bonilla
ebonilla@lbschools.net

Bidders interested in participating in this solicitation should immediately provide the Contact with a telephone number and an e-mail address for dissemination of addenda and/or supplemental information, as applicable. Failure to provide said contact information may result in late notifications and/or incomplete bids.

General Scope/Information:

Contractor shall perform various construction tasks for installation/replacement of interior light fixtures for various sites throughout the District, under "The California Clean Energy Job Act (Proposition 39 K-12 Program)". Approximately, 40,000 light fixtures, District-wide, have been planned to be installed under this contract.

The scope of work may include labor for the activities related to trades listed below:

1. Asbestos & Lead abatement/stabilization (limited to the areas for performing tasks, related to categories 2 through 10)
2. Carpentry
3. Cement Mason
4. Drywall
5. Electrical
6. Low voltage systems
7. Painting
8. Plastering
9. Roofing
10. Sheet Metal

The services to be performed under the awarded contract shall be performed over an initial one-year term (365 calendar days). Upon mutual agreement of both parties, the contract may be renewed or extended on an annual basis (365 calendar days), provided funding is available. Total duration of the contract shall not exceed what is permissible by law. If the District authorizes, in writing, to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration date of the contract shall be automatically extended solely to allow for the completion of such services.

The contract shall be awarded for up to **\$6,500,000** over the term of the contract. The contract total is an estimate and the District is in no way obligated to expend the entire \$6,500,000 over the term of the contract.

Bid pricing shall remain firm during the initial contract term. The District may however accept a justified price increase with a minimum thirty (30) days written notice prior to each annual renewal. Such increase is to be effective on renewal only.



INSTRUCTIONS TO BIDDERS

1. Examination of Site and Bid Documents.

Each bidder shall visit the site of the proposed work and become fully acquainted with the conditions relating to the construction and labor so that the facilities, difficulties, and restrictions attending the execution of the work under the Contract are fully understood. Bidders shall thoroughly examine and be familiar with the drawings and specifications and all other documents and requirements that are attached to and/or contained other documents issued to bidders. The failure or omission of any bidder to receive or examine any Bid Documents, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall not relieve any bidder from obligations with respect to the bid or to the Contract. The submission of a bid shall be taken as prima facie evidence of compliance with this Section. Bidders shall not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.

2. Requests for Information.

If any prospective bidder is in doubt as to the true meaning of any part of the Bid Documents, or finds discrepancies in, or omissions, a written request for an interpretation or correction thereof may be submitted to the District. The bidder submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the Bid Documents will only be made by Addendum duly issued, and a copy of such Addendum will be made available for each contractor receiving a set of the Bid Documents. No person is authorized to make any oral interpretation of any provision in the Bid Documents, nor shall any oral interpretation be binding on the District. If discrepancies on drawings, specifications or elsewhere in the Bid Documents are not covered by addenda, bidder shall include in their bid methods of construction and materials for the higher quality and complete assembly. Each request for clarification shall be submitted in writing, via email only, to only the Contact:

Erica Bonilla, Contract Analyst
ebonilla@lbschools.net

Each transmitted request shall contain the name of the person and/or firm filing the request, address, telephone, and email, Specifications and/or Drawing number. Bidder is responsible for the legibility of hand written requests. Pre-bid clarification requests shall be filed no later than **October 25, 2018 at 12:00 p.m. PST**. Requests received after **October 25, 2018 at 12:00 p.m. PST** shall not be considered or responded to. Pre-bid clarification requests submitted by **October 25, 2018** will receive a response from the District no later than **November 1, 2018**. A written response to timely pre-bid clarifications requests which materially affects the bidders price will be made by Addendum issued by the District not less than seventy-two (72) hours prior to bid opening.

3. Addenda.

Clarification or any other notice of a change in the Bid Documents will be issued only by the District and only in the form of a written Addendum, transmitted by fax, e-mail, or available for pick up to all who are known by the issuing office to have received a complete set of Bid Documents. Any other purported Addenda are void and unenforceable.

Bidder is responsible for ascertaining the disposition of all Addenda issued regardless of District notification and to acknowledge all Addenda in the submitted sealed bid prior to the bid opening. Copies of Addenda will be made available for inspection wherever Bid Documents are on file for inspection. Each Addendum will be numbered, dated, and identified with the Project number. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable. Addenda issued by the District and not noted as being acknowledged by bidder as required in the Bid Form, may result in the bid being deemed non-responsive.

4. Preparation of Bid Form.

Bids under these specifications shall be submitted on the blank forms furnished in this Bid Document at the time and place stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in, and all proposed pricing must be stated clearly and legibly in both words (if required) and numerals.

All bids must be signed by the bidder in permanent **blue** ink and submitted in sealed envelopes, bearing on the outside, the bidder's name, address, telephone number, and California Contractor's License number, and the name of the Project for which the bid is submitted. The District reserves the right to reject any bid if all of the above information is not furnished. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. Bids shall be submitted to and addressed as follows:

LBUSD Purchasing & Contracts Branch
Attn: Erica Bonilla
RFB No. 02-1819
2201 E. Market Street
Long Beach, CA 90805

It is important that submitted bids be clearly marked and tagged in reference to "RFB No. 02-1819."

5. Bid Bond (Security).

Bids must be accompanied by a cashier's check, certified check or bid bond executed by a California admitted surety as defined in Code of Civil Procedure section 995.120, made payable to the District, in the form set forth in the Bid Documents. Such bidder's security shall be in an amount as specified in the General Conditions.

6. Listing Subcontractors.

Each bidder shall submit with his bid, on the form furnished with the Bid Documents, a list of the names, license numbers, scopes of work, locations of the places of business, contact information, and Department of Industrial Relations ("DIR") registration numbers of each subcontractor who will perform work or labor or render service to the bidder in or about the project, or a subcontractor who under subcontract to the bidder, specially fabricates and installs a portion of the work, in an amount in excess of one-half of 1 percent of the bidder's total bid as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100, et seq.) Pursuant to Labor Code section 1725.5, all subcontractors (of any tier) performing work on this Project must be properly registered with DIR.

7. Workers' Compensation.

In accordance with the provisions of Labor Code section 3700, the successful bidder as the Contractor shall secure payment of compensation to all employees. The Contractor shall sign and file with the 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 requires 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 a part of the Bid Documents.

8. Non-Collusion Declaration.

Public Contract Code section 7106 requires bidders to submit declaration of non-collusion with their bids. This form is included with the bid documents and must be signed and dated by the bidder under penalty of perjury.

9. Contractor's License.
To perform the work required by this notice, the Contractor must possess the Contractor's License as specified in the Notice Inviting Bids, and the Contractor must maintain the license throughout the duration of the contract. If, at the time of bid, bidder is not licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California and the Notice to Contractors calling for bids, such bid will not be considered and the Contractor will forfeit its bid security to the District.
10. Disqualification of Bidders and Proposals.
More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidder is interested and the bidder will forfeit their bid security to the District.
11. Unbalanced or Altered Bids.
Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected. If, in the District's sole discretion, it determines any pricing, costs or other information submitted by a bidder may result in an unbalanced bid, the District may deem such bid non-responsive. A bid may be determined by the District to be unbalanced if the bid is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advanced payment.
12. Bidders Interested in More Than One Bid.
No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one prime bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.
13. Withdrawal of Bids.
Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned upon demand therefor. No bidder may withdraw any bid for a period of ninety (90) calendar days after the opening of bids.
14. Agreements, Insurance and Bonds.
The Agreement form which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds and insurance endorsements which Contractor will be required to be furnished at the time of execution of the Agreement, are included in the bid documents and should be carefully examined by the bidder. The number of executed copies of the Agreement, the Performance Bond (if applicable), and the Payment Bond required is one (1). Payment and Performance bonds must be executed by an admitted surety insurer as defined in Code of Civil Procedure 995.120.
15. Anti-Discrimination.
It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In

addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by such Contractor.

16. Employment of Apprentices.

The Contractor and all Subcontractors shall comply with the provisions of California Labor Code including, but not limited to sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices. The Contractor and any Subcontractor under him shall comply with the requirements of said sections, including applicable portions of all subsequent amendments in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

17. Wage Rates, Travel and Subsistence.

- a. The Contractor and all Subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code section 1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the District to any interested party on request and are also available from the Director of the Department of Industrial Relations. The Contractor shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.
- b. Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.
- c. Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Bid Documents or authorized by law.
- d. These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the District, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the Contractor's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

18. DIR Registration of Contractor and Subcontractors.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This Project is a public works project as defined in Labor Code section 1720. Each contractor bidding on this Project and all subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. For more information and up to date requirements, contractors are recommended to

periodically review the DIR's website at www.dir.ca.gov. Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall contractor be granted increased payment from the District or any time extensions to complete the Project as a result of contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and grounds for termination for cause. The contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

19. Bid Protest Procedure.

Any bidder may file a bid protest. The protest shall be filed in writing with the District's Assistant Purchasing & Contracts Director not more than five (5) business days after the date of the Notice of Intent of Award. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

- a. Resolution of Bid Controversy: Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the Work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.
- b. Appeal: If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the Purchasing & Contracts Director or their designee, within three (3) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

LBUSD Purchasing & Contracts Branch
Attn: Erica Bonilla, Contract Analyst
RFB: 02-1819
2201 E. Market Street
Long Beach, CA 90805

- c. Appeal Review: The Purchasing & Contracts Director or their designee shall review the decision on the bid protest from the Assistant Purchasing & Contracts Director and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of Purchasing & Contracts Director or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.
- d. Reservation of Rights to Proceed with Project Pending Appeal. The District reserves the right to proceed to award the bid pending an Appeal. If there is a critical completion deadline, the District may choose to shorten the time limits set forth in this Section if written notice is provided to the protesting party. E-mailed notice shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.
- e. Finality. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

20. Preference for Materials and Substitutions.

- a. One Product Specified. Unless the Plans and Specifications state that no Substitution is permitted, whenever the Bid Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make, trade name, or catalog number, with or without the words, "or equal," such specification shall be read as if the language "or equal" is incorporated.
- b. Request for Substitution. Bidder may, unless otherwise stated, offer any material, process, article, etc., which is materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the Bid Document. If bidder desires to offer a Substitution for a Specified Item, such bidder must make a request in writing on the District's Substitution Request Form ("Request Form") and submit the completed Request Form with the bidder's bid. The Request Form must be accompanied by evidence as to whether the proposed substitution:
 1. Is equal in quality, service, and ability to the Specified Item as demonstrated by a side by side comparison of key characteristics and performance criteria (CSI comparison chart);
 2. Will entail no changes in detail, construction and scheduling of related work;
 3. Will be acceptable in consideration of the required design and artistic effect;
 4. Will provide no cost disadvantage to the District;
 5. Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
 6. Will require no change in the Contract Time.

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

After the bids are opened, the apparent lowest bidder shall provide, within five (5) calendar days of opening such bids, any and all Drawings, Specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

After the District's receipt of such evidence by bidder, the District will make its final decision as to whether the bidder's request for Substitution for any Specified Items will be granted. The District shall have sole discretion in deciding as to whether a proposed request for Substitution is equal to or better than a Specified Item. Any request for Substitution which is granted by the District shall be documented and processed through a Change Order. The District may condition its approval of any Substitution upon delivery to the District of an extended warranty or other assurances of adequate performance of the Substitution.

ARTICLES

ARTICLE 1 DEFINITIONS

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

ARTICLE 2 LAWS CONCERNING THE DISTRICT A PART HEREOF

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

ARTICLE 3 SITE INVESTIGATION

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

ARTICLE 4 STATUS OF CONTRACTOR

- A. Contractor is and shall at all times be deemed to be an independent Contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District, or any of the District's employees or agents, and Contractor or any of Contractor's agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be entitled to any rights or privileges of District employees. District shall be permitted to monitor the activities to determine compliance with the terms of this Contract. Contractor and subcontractors are required by law to be licensed and regulated by the Contractors State License Board.
- B. Strict compliance with all DIR registration requirements in accordance with Labor Code sections 1725.5 and 1771.1 is a material obligation of the Contractor and all of its Subcontractors (of any tier) under the Contract Documents. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the work by the Contractor and all of its Subcontractors of any tier. The failure of the Contractor and all Subcontractors of any tier to be properly registered with DIR at all times during performance of the work is a material breach of the Contract and subject to termination for cause.

- C. An affirmative and ongoing obligation of the Contractor under the Contract Documents is the verification that all Subcontractors of any tier are at all times during performance of the work are in full and strict compliance with the DIR registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any work without the Contractor's verification that all Subcontractors are in full and strict compliance with the DIR registration requirements. Any Subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1. Contractor or its Subcontractors of any tier shall not be entitled to any additional costs or time arising from or in any way related to compliance with the DIR registration requirements.

ARTICLE 5 CONTRACTOR'S SUPERVISION

- A. During progress of the work, Contractor shall keep on the premises (including both the site and the plant) a superintendent satisfactory to District and, if applicable, Architect. Before commencing the work herein, Contractor shall give written notice to District and Architect of the name and a Statement of Qualifications of such superintendent. Superintendent shall not be changed except with written consent of District, unless a superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ, in which case, Contractor shall notify District in writing. Superintendent shall represent Contractor and all directions given to Superintendent shall be as binding as if given to Contractor.
- B. The Contractor shall verify all indicated dimensions before ordering materials or equipment, or before performing work. The Contractor shall take field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to the Contractor with the contract documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Architect at once. Upon commencement of any item of work, the Contractor shall be responsible for dimensions related to such item of work and shall make any corrections necessary to make work properly fit at no additional cost to District. This responsibility for verification of dimensions is a non-delegable duty and may not be delegated to subcontractors or agents.
- C. Omissions from the drawings or specifications, or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed work, but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.
- D. Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. DSA requirements under PR 13-01 specifically give the Special Inspector fourteen (14) days to post to the DSA website. Contractor is responsible for delays and for failure to plan.
- E. For some Projects, there may be a need to incrementally install certain assemblies. It is up to Contractor to identify areas and assemblies that may be constructed incrementally. Contractor must identify and establish incremental areas of construction and establish protocols with Inspector for DSA 152 approvals so they may be presented to DSA. See PR-13-01 for further discussion.

ARTICLE 6 SUBCONTRACTORS

- A. Contractor agrees to bind every subcontractor by terms of Contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this Contract, Contractor shall be as fully responsible to District for acts and omissions of any subcontractor and of persons either directly or indirectly employed by any subcontractor, as it is for acts and omissions of persons directly employed by Contractor. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and District, nor shall this Contract be construed to be for the benefit of any subcontractor. The Contractor shall be responsible for the coordination of the trades, subcontractors and materialmen engaged upon his work.
- B. All subcontractors (of any tier) performing any portion of the work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. No portion of the work is permitted to be performed by a subcontractor of any tier unless the subcontractor is properly registered with DIR. Any

subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1.

ARTICLE 7 DISTRICT'S INSPECTOR

One or more Project Inspectors employed by the District and approved by the Division of the State Architect will be assigned to the work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties are as specifically defined in Title 24 Section 4-333 and 4-342 and in DSA IR A-8. No work shall be carried on except with the knowledge and under the inspection of said Inspector(s). They shall have free access to any or all parts of work at any time. The District will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Contractor to the District to provide inspection and testing as required outside of the normal eight (8) hour day. Contractor shall reimburse District for inspection and testing outside the normal eight-hour day or for any retests caused by the Contractor.

ARTICLE 8 ARCHITECT'S STATUS

When applicable:

- A. The Architect shall be the District's representative during construction period and shall observe the progress and quality of the work on behalf of the District. Architect shall have the authority to act on behalf of District only to the extent expressly provided in the contract documents. Architect shall have authority to stop work whenever such stoppage may be necessary in Architect's reasonable opinion to insure the proper execution of Contract.
- B. The Architect shall be, in the first instance, the judge of the performance of this Contract. Architect shall side neither with District nor with Contractor, but shall exercise authority under Contract to enforce its faithful performance by both. Nothing herein authorizes Architect to act as arbitrator for the parties.
- C. The Architect shall have all authority and responsibility established by law, including Title 24 of the California Code of Regulations.
- D. The Architect shall be the final authority in determining the amount of work satisfactorily completed and the amount of money due during the progress of construction.

ARTICLE 9 ASSIGNMENT OF ANTITRUST ACTIONS

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

ARTICLE 10 OTHER CONTRACTS

- A. District reserves the right to let other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate its work with theirs.
- B. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at the Project site. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on Project. If simultaneous execution of any Contract for Project is likely to cause interference with performance of some other contract or contracts, District shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously.

ARTICLE 11 OCCUPANCY

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

ARTICLE 12 DISTRICT'S RIGHT TO DO WORK

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

ARTICLE 13 DISTRICT'S RIGHT TO TERMINATE CONTRACT

- A. **Grounds for Termination.** The Contractor may terminate the Contract if the work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons performing portions of the work for whom the Contractor is contractually responsible, for only the following reasons:
 - 1) Issuance of an order of a court or other public authority having jurisdiction; or
 - 2) An act of government, such as a declaration of national emergency.
- B. **Notice of Termination.** If one of the above reasons exists, the Contractor may, upon written notice of seven (7) additional days to the District, terminate the Contract and recover from the District payment for work executed and for reasonable costs verified by the Architect with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages.

ARTICLE 14 TERMINATION BY THE DISTRICT FOR CAUSE

- A. **Grounds for Termination.** The District may terminate the Contractor and/or this Contract for the following reasons:
 - 1) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - 2) Persistently or repeatedly is absent, without excuse, from the job site;
 - 3) Fails to make payment to subcontractors, suppliers, materialmen, etc;
 - 4) Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
 - 5) Fails to provide a schedule or fails or refuses to update schedules required under the Contract;
 - 6) Becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors;
 - 7) If the Contractor has been debarred from performing work; or
 - 8) Otherwise is in substantial breach of a provision of the Contract Documents.
- B. **Notification of Termination.** When any of the above reasons exist, the District may, without prejudice to any other rights or remedies of the District and after giving the Contractor and the Contractor's surety, if any, written notice of seven (7) days, terminate the Contract and may, subject to any prior rights of the surety:
 - 1) Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - 2) Accept assignment of Subcontracts. Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept; and
 - 3) Complete the work by any reasonable method the District may deem expedient, including contracting with a replacement contractor or contractors.
- C. **Payments Withheld.** If the District terminates the Contract for one of the reasons stated in Article 14.A, the Contractor shall not be entitled to receive further payment until the work is complete. All costs associated

with the termination and completion of the Project shall be the responsibility of the Contractor and/or its surety.

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

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

ARTICLE 15 TERMINATION OF CONTRACT BY DISTRICT (CONTRACTOR NOT AT FAULT)

- A. **Termination for Convenience.** District may terminate the Contract upon fifteen (15) calendar days of written notice to the Contractor and use any reasonable method the District deems expedient to complete the Project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of either the District or Contractor make it impossible or against the District's interest to complete the Project. In such a case, the Contractor shall have no Claims against the District except for: (1) the actual cost for approved labor, materials, and services performed in accordance with the Contract Documents which have not otherwise been previously paid for and which are supported and documented through timesheets, invoices, receipts, or otherwise; and (2) profit and overhead of ten percent (10%) of the approved costs in item (1); and (3) termination cost of five percent (5%) of the approved costs in item (1). Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept.
- B. **Non-Appropriation of Funds/ Insufficient Funds.** In the event that sufficient funds are not appropriated to complete the Project or the District determines that sufficient funds are not available to complete the Project, District may terminate or suspend the completion of the Project at any time by giving written notice to the Contractor. In the event that the District exercises this option, the District shall pay for any and all work and materials completed or delivered onto the site for which value is received, and the value of any and all work then in progress and orders actually placed which cannot be canceled up to the date of notice of termination. The value of work and materials not otherwise already paid for by the District up to the time of termination under this Paragraph shall include a factor of fifteen percent (15%) for the Contractor's overhead and profit and there shall be no other costs or expenses paid to

Contractor. All work, materials and orders paid for pursuant to this provision shall become the property of the District. District may, without cause, order Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as District may determine. Adjustment shall be made for increases in the cost of performance of the Agreement caused by suspense, delay or interruption.

- C. In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the District's postponement of giving the notice to proceed. If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 16 CONTRACT SECURITY - BONDS

Contractor shall furnish a surety bond in an amount equal to one hundred percent (100 %) of Contract price as security for faithful performance of this Contract and shall furnish a separate bond in an amount at least equal to one hundred percent (100%) of the Contract price as security for payment of persons performing labor and furnishing materials in connection with this Contract. Aforementioned bonds shall be in the form set forth in these contract documents.

ARTICLE 17 SUBSTITUTION OF SECURITIES

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

ARTICLE 18 INSURANCE REQUIREMENTS

- A. Before the commencement of the work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California with a financial rating of at least an A-VIII status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the District from claims set forth below, which may arise out of or result from the Contractor's work under the Contract and for which the Contractor may be legally liable, whether such work are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any required insurance shall not contain any exclusion that applies to the type of work performed by the Contractor under the Contract Documents:
- 1) Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;
 - 2) Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
 - 3) Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
 - 4) Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the work;
 - 5) Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors;
 - 6) Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any

- exclusions for collapse, explosion, demolition, underground coverage, and excavating (XCU); and
- 7) Claims involving sudden or accidental discharge of contaminants or pollutants.
- B. **Specific Insurance Requirements.** Contractor shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:
- 1) Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or Commercial General Liability Insurance which provides limits of not less than:
 - (a) Per occurrence (combined single limit)
\$1,000,000.00
 - 2) Insurance Covering Special Hazards
The following special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:
 - (a) Automotive and truck where operated in amounts
\$1,000,000.00
- C. **Subcontractor Insurance Requirements.** The Contractor shall require its Subcontractors to take out and maintain public liability insurance and property damage insurance required under Article 18.A in like amounts. A "claims made" or modified "occurrence" policy shall not satisfy the requirements of Article 18.A without prior written approval of the District.
- D. **Additional Insured Endorsement Requirements.** The Contractor shall name, on any policy of insurance required under Article 18.A, the District as additional insureds. Subcontractors shall name the Contractor and the District as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to Article 18.A must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.
- E. **Workers' Compensation Insurance.** During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in work under this Contract on or at the Site of the Project and, in case any of the Contractor's work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance as required under Article 18.J and in compliance with Labor Code section 3700. Workers' compensation limits as required by the Labor Code, but not less than \$1,000,000 and employers' liability limits of \$1,000,000 per accident for bodily injury or disease.
- F. **Fire Insurance.** Before the commencement of the work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all work subject to loss or damage by fire. The amount of fire insurance shall be sufficient to protect the Project against loss or damage in full until the work is accepted by the District. This requirement may be waived upon confirmation by the District that such coverage is provided under the Builder's Risk Insurance being provided.
- G. **Automobile Liability.** The District shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Such insurance coverage shall be primary and non-contributory insurance as respects the District or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District shall be excess of the Contractor's insurance and shall not be called upon to contribute with it. The insurer shall agree to waive all rights of subrogation against the District for losses paid under the terms of the insurance policy that arise from work performed by the Contractor. Insurance Services Office Business Auto Coverage Form Number CA 0001, Code 1 (any auto) is required. Comprehensive Automobile Liability insurance is to include all autos, owned, non-owned, and hired,

- with limits of \$1,000,000 per accident for bodily injury and property damage.
- H. **Other Insurance.** The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.
- I. **Proof of Insurance.** The Contractor shall not commence work nor shall it allow any Subcontractor to commence work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the District for approval subject to the following requirements:
- 1) Certificates and insurance policies shall include the following clause: "This policy and any coverage shall not be suspended, voided, non-renewed, canceled, or reduced in required limits of liability or amounts of insurance or coverage until notice has been mailed via certified mail to the District. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice."
 - 2) Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.
 - 3) Certificates of insurance shall clearly state that the District is named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by District.
 - 4) The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the District.
- J. **Compliance.** In the event of the failure of any contractor to furnish and maintain any insurance required by this Article, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the District.
- K. **Waiver of Subrogation.** Contractor waives (to the extent permitted by law) any right to recover against the District for damages to the work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by the District.

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

ARTICLE 19 PERFORMANCE AND PAYMENT BONDS

- A. **Bond Requirements.** Prior to commencing any portion of the work, the Contractor shall furnish separate payment and performance (if applicable) bonds for its portion of the work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties.
- To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the District, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bonds, the District may terminate the Contract for cause.
- B. **Surety Qualifications.** Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.
- C. **Alternate Surety Qualifications.** If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with section 995.660 of the

California Code of Civil Procedure and proof of such is provided to the District.

ARTICLE 20 DRAWINGS AND SPECIFICATIONS

- A. Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
- B. Materials or work described in words which so applied has a well known technical or trade meaning shall be deemed to refer to such recognized standards.
- C. It is not the intention of the Contract to go into detailed descriptions of any materials and/or methods commonly known to the trade under the "trade name" or "trade term." The mere mention or notation of such "trade name" or "trade term" shall be considered a sufficient notice to Contractor that it will be required to complete the work so named with all its appurtenances according to the best practices of the trade.
- D. The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidentals and accessory items thereto and/or labor therefor, as per best practices of the trade(s) involved, unless specifically noted otherwise.
- E. Figured dimensions on drawings shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Large scale details shall take precedence over smaller scale drawings as to shape and details of construction. Specifications shall govern as to materials, workmanship, and installations procedures. Drawings and specifications are intended to be fully cooperative and to agree. However, if Contractor observes that drawings and specifications are in conflict, Contractor shall promptly notify the District in writing, and any necessary changes shall be adjusted as provided in Article 46 entitled "Changes and Extra Work." The specification calling for the higher quality material or workmanship shall prevail.
- F. Specifications and accompanying drawings are intended to delineate and describe the Project and its component parts to such a degree as to enable skilled and competent contractors to intelligently bid upon the work, and to carry said work to a successful conclusion.
- G. Drawings and specifications are intended to comply with all laws, ordinances, rules, and regulations of constituted authorities having jurisdiction, and where referred to in the contract documents, said laws, ordinances, rules, and regulations shall be considered as a part of said Contract within the limits specified. The Contractor shall bear all expenses of correcting work done contrary to said laws, ordinances, rules, and regulations if the Contractor knew or should have known that the work as performed is contrary to said laws, ordinances, rules, and regulations and if the Contractor performed same (1) without first consulting the Architect for further instructions regarding said work or (2) disregarded the Architect's instructions regarding said work.
- H. Questions regarding interpretation of drawings and specifications shall be clarified by the Architect. Should the Contractor commence work or any part thereof without seeking clarification, Contractor waives any claim for extra work or damages as a result of any ambiguity, conflict, or lack of information.
- I. Contractor will be furnished, free of charge, bid sets of permitted documents and specifications. Contractor is to provide reproducible drawings and all additional copies which he requires for his operations at his own expense. He shall maintain an accurate record of all copies made and shall return or otherwise account for all copies at the end of the Project.

ARTICLE 21 OWNERSHIP OF DRAWINGS

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

ARTICLE 22 DETAIL DRAWINGS AND INSTRUCTIONS

- A. In case of ambiguity, conflict, or lack of information, Architect shall furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for proper execution of work. All such drawings and instructions shall be consistent with contract documents, true developments thereof, and reasonably inferable therefrom.
- B. Work shall be executed in conformity therewith and Contractor shall do no work without proper drawings and instructions.
- C. The Architect will furnish necessary details to more fully explain the work, which details shall be considered as part of the contract documents.
- D. Should any details require work and costs beyond those which reasonably should have been included in the contract, Contractor shall

give written notice thereof to the District within ten (10) working days of the receipt of same. In case no notice is given to the District within ten (10) working days, it will be assumed the details are reasonable development of the scale drawings. In case notice is given, then the claim will be considered and, if found justified, the District or Architect will either modify the drawings or shall recommend to District a change order for the extra work involved.

- E. All parts of the described and shown construction shall be of the quality of their respective kinds shown in the Plans or as specified, and the Contractor is hereby advised to use all diligence to become fully informed as to the required construction and finish, and in no case to proceed with the different parts of the work without first obtaining from the Architect some directions and/or drawings as may be necessary for the proper performance of the work.
- F. If it is found at any time, before or after completion of the work, that the Contractor has varied from the drawings and/or specifications, in materials, quality, form, or finish, or in the amount or value of the materials and labor used, the District shall issue an order to Contractor: (1) that all such improper work should be removed, remade, and replaced, and all work disturbed by these changes be made good at the Contractor's expense; or (2) that the District deduct from any amount due Contractor, the sum of money equivalent to the difference in value between the work performed and that called for by the drawings and specifications. District shall in its sole discretion determine such difference in value. The District, at its option, may pursue either course.

ARTICLE 23 TESTS AND INSPECTIONS

- A. Tests and inspections will comply with California Code of Regulations Title 21, Chapter 4 and Section 42, and Title 24, Chapter 4, Part I. All work shall be under the observation of the Inspector. Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. The Inspector shall have free access to any or all parts of the work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in the Drawings or Specifications nor shall the Inspector's approval of the work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.
- ~~B. Inspector shall electronically post DSA required documents on the DSA electronic posting website. It is the Contractor's responsibility to determine the status of posting and determine if all the criteria for sign off of a category of work on the Project Inspection Card (Form DSA 152) as defined more thoroughly in the most current version of the DSA 152 manual posted on the DSA website. Inspector may collaborate with Contractor about approval of areas that may be constructed and approved incrementally under the DSA 152 card pursuant to the guidelines of PR-13. Inspector shall work with Contractor to present incremental approval proposals to DSA.~~
- C. The Inspector shall have the authority to reject work whenever provisions of the Contract Documents are not being complied with, and Contractor shall instruct its Subcontractors and employees accordingly. In addition, the Inspector may stop any work that poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work Order or rejection of any portion of the work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.
- D. The District will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Contractor to the District to provide inspection and testing as required outside of the normal eight (8) hour day. Contractor shall provide adequate time for inspections so as to not delay the work. If the Contractor is behind schedule, it is incumbent on the Contractor to provide advance forecast through look ahead of the anticipated date for inspection so the Inspector may plan their activities so as to not delay the Project. Contractor shall reimburse District for any additional costs associated with inspection and testing (including re-inspection and re-testing) outside the normal eight-hour day and for any retests caused by the Contractor.

- E. It is the Contractor's responsibility to request special inspections with sufficient time so all testing may be timely completed and posted so work may proceed and the Inspector's signature is attached to the Project Inspection Card (Form 152). Specifically, timely request for special inspection under the DSA Verified Report Forms 291 (laboratory), DSA Verified Report Form 292 (Special Inspection), and DSA Verified Report 293 (geotechnical) since DSA requirements under PR 13-01 specifically gives the Special Inspections 14 days to post to the DSA website.
- F. If Contractor has a Subcontractor or supplier that requires in plant or special inspections, inspections or tests that are out of the country, out of the state or a distance of more than 200 miles from the Project Site, the District shall provide the Special Inspector or individual performing tests time for inspection and testing during normal work hours. Contractor, however, is responsible for the cost of travel, housing, food, out of area premiums that may be in the Inspector/Testing Agreement with District, or other expenses necessary to ensure proper inspection, special inspection or testing is provided by a DSA Certified Inspector, Special Inspector, or individual performing tests. In some cases all three (DSA Inspector, Special Inspector, and Tester) may be required. In addition, if the DSA Certified Inspector, Special Inspector, or individual performing test has contractual travel clauses or special rates for out of town inspection, Contractor is responsible for all costs associated with the contractual travel costs in addition to all other costs. Arrangements for inspection and/or testing shall be made far enough in advance so as to not delay the work.
- G. ~~DSA may issue a Stop Work Order, or an Order to Comply, when either (1) the work proceeds without DSA approval; (2) the work proceeds without a DSA Inspector of Record, or (3) where DSA determines that the work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code section 17307.5(b), the District shall not be held liable in any action filed against the District for any delays caused by compliance with the Stop Work Order, except to the extent that an error or omission by the District is the basis for the issuance of the Stop Work Order. Examples of Stop Work Orders that may be issued by DSA include DSA Bulletin 07-04 and Policy 10-01, the installation of automatic fire sprinkler systems without approved Plans, covering work that has not been approved by Inspector on DSA Project Inspection Card (Form 152).~~
- H. ~~Contractor deviation or changes from approved Plans and Specifications may result in the issuance of a Notice of Non-Compliance (See DSA Form 154). Contractor is specifically notified that deviations from the Plans and Specifications, whether major or minor, may result in the requirement to obtain a DSA Construction Change Document ("CCD") to correct the Notice of Non-Compliance. In some cases, the lack of a DSA approved CCD AND verification from the Inspector that a Notice of Non-Compliance has been corrected may result in a critical path delay to the next stage of work on the Project. Specifically, a deviation from approved Plans and Specifications may prevent approval of the category of work listed in the DSA 152 Project Inspection Card. Any delays that are caused by the Contractor's deviation from approved Plans and Specifications shall be the Contractor's responsibility.~~
- I. Where such inspection and testing are to be conducted by an independent laboratory or agency, such materials or samples of materials to be tested shall be selected by such laboratory or agency, or District's representative, and not by Contractor.
- J. Contractor shall notify District, a sufficient time in advance, of manufacture of materials to be supplied by him under contract, which must by terms of contract be tested, in order that District may arrange for testing of same at source of supply. Any materials shipped by Contractor from source of supply prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated in work without prior approval of District and subsequent testing and inspection.
- K. Work shall not be covered without the Inspector's review and the Architect's knowledge that the work conforms to the requirements of the approved Plans and Specifications. Inspector must be timely notified of inspections and of new areas so work can be inspected at least 48 hours before opening a new area (For example, see DSA Form 156 for Commencement/Completion of Work Notification which requires "at least 48 hour" advance notification of a new area). An Inspector must comply with DSA protocols for signing each category or phase of work under DSA Form 152 (in compliance with the Form 152 Manual) or a Notice of Deviation (DSA Form 154) will be issued requiring the work that was not inspected be uncovered for inspection. Thus, if a portion of the work is covered without inspection or Architect approval, is subject to a Notice of Non-Compliance for being undertaken without inspection,

- or otherwise not in compliance with the Contract Documents, after issuance of a Written Notice of Non-Compliance (Form 154) or a written notice to uncover work, Contractor shall promptly uncover all work (which includes furnishing all necessary facilities, labor, and material) for the Inspector's or the Architect's observation and be replaced at the Contractor's expense without change in the Contract Sum or Time.
- L. If a portion of the work has been covered is believed to be Non-Conforming to the Plans and Specifications, even if the Form 152 for the category of work has been signed by the Inspector, the Inspector or the Architect may request to see such work, and it shall be promptly uncovered by the Contractor. If such work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order and shall, be charged to the District. If such work is not in accordance with Contract Documents, the Contractor shall be responsible for all costs to uncover the work, delays incurred to uncover the work, and Contractor shall pay all costs to correct the incorrectly construction condition unless the condition was caused by the District or a separate contractor, in which event the District shall be responsible for payment of such costs to the Contractor.
- M. The District will pay costs for all tests and inspections and shall be reimbursed by the Contractor for such costs under the following conditions:
- (1) When such costs are stipulated in the provisions of the Contract documents to be borne by the Contractor;
 - (2) When a material is tested or inspected and fails to meet the requirements of the specifications and/or drawings;
 - (3) When the source of the material is changed after the original test or inspection has been made and approved.
- N. If, in the opinion of the District, subsequent delivery of a tested material seems inferior to, or differs from, the original, said material shall be retested upon written order from the District and, should the material fail to meet the requirements of the specifications and/or drawings, the Contractor shall pay all costs of such tests, but where the material does pass the requirements, the District will pay the cost.
- O. All tests and inspections specified for each material shall be made in accordance with the detailed specifications for tests or inspections of the material as specified.
- P. If a material is not required to be tested, the District may require the Contractor to furnish a certificate bearing the official and legal signature of the supplier, with each delivery of such material, stating that the material complies with the specifications.

ARTICLE 24 STATE AUDIT

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

ARTICLE 25 PREFERENCE FOR MATERIALS AND SUBSTITUTIONS

- A. **One Product Specified.** Unless the plans and specifications state that no substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction or any specific name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating the description of the material, process, or article desired shall be deemed to be followed by the words A or equal. @
- B. **Request for Substitution.** Bidder may, unless otherwise stated, offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the Contract Document. If bidder desires to offer a substitution for a Specified Item, such bidder must make a request in writing on District's Substitution Request form ("Request Form") and submit the completed Request Form with their bid. The Request Form must be accompanied by evidence as to whether the proposed substitution:
- (1) Is equal in quality service ability to the Specified Item;
 - (2) Will entail no changes in detail, construction and scheduling of related work;
 - (3) Will be acceptable in consideration of the required design and artistic effect;
 - (4) Will provide no cost disadvantage to District;
 - (5) Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and

- (6) Will require no change of the construction schedule.

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

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

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

ARTICLE 26 SAMPLES

- A. Contractor shall furnish for approval, within twenty (20) calendar days following award of Contract, all samples as required in specifications together with catalogs and supporting data required by District. This provision shall not authorize any extension of time for performance of this Contract. District shall review such samples, as to conformance with design concept of work and for compliance with information given in contract documents and approve or disapprove same within ten (10) working days from receipt of same.
- B. Unless specified otherwise, sampling, preparation of samples and tests shall be in accordance with the latest standards of the American Society for Testing and Materials.
- C. Samples of materials and/or articles shall, upon demand of District, be submitted for tests or examinations and consideration before incorporation of same in work is started. Contractor shall be solely responsible for delays due to samples not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples which are of value after testing will remain the property of Contractor.

ARTICLE 27 PROGRESS SCHEDULE

- A. Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the work.
- B. Baseline Schedule Requirements.
- (1) Timing. Within ten (10) calendar days after Notice to Proceed, Contractor shall submit a practical schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the salient categories of the work. This first schedule which outlines the Contractor's view of the practical way in which the work will be accomplished is the Baseline Schedule. If the Contractor fails to submit the Baseline Schedule with the ten (10) days noted then the District may withhold processing and approval of progress payments.
- (2) Schedule Must Be Within the Given Contract Time. The Baseline Schedule shall not exceed time limits set forth in the Contract Documents and shall comply with all of the scheduling requirements as set forth in the Specifications.
- (3) Submittals Must Be Incorporated. Contractor shall include submittals as line items in the Baseline Schedule. Submittals shall not delay the work, milestones, or the completion date. Failure to include submittals in the Baseline Schedule shall be deemed a material breach by the Contractor.

- (4) No Early Completion. Contractor shall not submit a schedule showing early completion without indicating float time through the date set for Project completion by the District. Contractor's Baseline Schedule shall account for all days past early completion as float which belongs to the Project. Usage of float shall not entitle Contractor to any delay claim or damages due to delay.

- (5) Use of Schedule Provided in Bid Documents. In some cases, the Bid will include a preliminary schedule indicating milestones and construction sequences for the Project along with general timing for the Project. The preliminary schedule is not intended to serve as the Baseline Schedule utilized for construction. It is up to the Contractor to study and develop a Baseline Schedule to address the actual durations and sequences of work that is anticipated while maintaining the milestones provided by the District. Contractor shall obtain information from Contractor's subcontractors and vendors on the planning, progress, delivery of equipment, coordination, and timing of availability of subcontractors so a practical plan of work is fully developed and represented in the Baseline Schedule.

- (6) Incorrect Logic, Durations, Sequences, or Critical Path. The District may reject or indicate durations, sequences, critical path or logic are not acceptable and request changes. The electronic copy of the Baseline Schedule shall have adequate information so logic ties, duration, sequences and critical path may be reviewed electronically. Contractor is to diligently rebuild and resubmit the Baseline Schedule to represent the Contractor's plan to complete the work and maintain milestones at the next Progress meeting, or before the next progress meeting. If Contractor is not able to build a schedule that is acceptable to the District or Architect, the District reserves the right to utilize the unapproved originally submitted Baseline Schedule (See Article 27.B (9)) and the comments submitted to hold Contractor accountable for timely delivery of work and maintenance of milestones. Furthermore, Contractor's representations in the Baseline Schedule, if unacceptable, may also be used as a basis for termination of the Contract if Contractor fails to adequately maintain the schedule and falls significantly behind without undertaking the efforts to either submit and follow a recovery schedule or fail to submit a recovery schedule and make no effort toward recovery on the Project.

- (7) Contractor Responsibility Even if Schedule Issues Are Not Discovered. Failure on the part of the District to discover errors or omissions in schedules submitted shall not be construed to be an approval of the error or omission and a flawed schedule is not grounds for a time extension.

- (8) Failure to Meet Requirements. Failure of the Contractor to provide proper schedules as required by this Article is a material breach of the Contract and grounds for termination. The District, at its sole discretion, may choose, instead, to withhold, in whole or in part, any progress payments or retention amounts otherwise payable to the Contractor.

- (9) Use of an Unapproved Baseline Schedule. If Baseline Schedule submitted is unacceptable to the District (i.e. failing to meet the requirements of Article 27.B) and Contractor does not incorporate or address the written comments to the schedule and a Baseline Schedule is not approved, but due to extreme necessity, the District moves forward without an approved Baseline Schedule, Contractor shall diligently revise and meet schedule update requirements of this Article and incorporate all Article 27.B comments in all updates). However, for purposes of termination pursuant to Article 15, the schedule initially submitted shall be treated as a Baseline Schedule with durations shortened to accommodate all float and other mandatory schedule requirements under Article 27.B as well as incorporating all revisions from District or Architect that are noted.

C. Update Schedules.

- (1) Updates Shall Be Based on Approved Baseline Schedule. Except in the case where there has not been agreement as to a Baseline Schedule, after there has been agreement as to the Baseline Schedule, the Baseline Schedule shall be used to build future schedule updates. Schedule updates shall be a CPM based schedule consistent with the Baseline Schedule requirements of Article 27.B. In the case of utilization of Article 27.B(9) and no Baseline Schedule has been approved, schedule updates shall be provided monthly and each update shall incorporate all comments and revisions noted as not complying with the requirements of Article 27.B. Contractor shall be held to the Article 27.B(9) unapproved Baseline Schedule, inclusive of

all milestones, adjusted for comments and all required Baseline Schedule inclusions under Article 27.B.

- (2) Schedule Updates. Contractor shall update the schedule each month to address actual start dates and durations, the percent complete on activities, actual completion dates, estimated remaining duration for the work in progress, estimated start dates for work scheduled to start at future times and changes in duration of work items.
- (3) Recovery Schedule. In addition to providing a schedule update every thirty (30) days, the Contractor, if requested by the Architect or District, shall take the steps necessary to improve Contractor's progress and demonstrate to the District and Architect that the Contractor has seriously considered how the lost time, the Completion Date, or the milestones that are required to be met within the terms of the Contract. Contractor shall immediately provide a recovery schedule showing how the Completion Date will be met. In no case, shall a recovery schedule be provided later than ten (10) days following the request for a recovery schedule from the Architect or District.

ARTICLE 28 MATERIALS AND WORK

- A. Except as otherwise specifically stated in this Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.
- B. Unless otherwise specified, all materials shall be new and shall be of the respective kinds and grades as noted or specified.
- C. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as required. Contractor shall be entirely responsible for damages or loss by weather or other causes to materials or work under this Contract.
- D. Contractor shall, after award of Contract by District, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the work. Contractor shall, upon demand from the District, furnish to the District documentary evidence showing that orders have been placed.
- E. No material, supplies, or equipment for work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon completion of all work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by it, to District free from any claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Contract shall have any right to place a lien upon the premises or any improvement or appurtenance thereof, except that Contractor may install metering devices or other equipment of a utility company or political subdivision, title to which is commonly retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to its owner.
- F. For all material and equipment specified or indicated in the Drawings, the Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems. Incidental items not indicated on the Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized here in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.

ARTICLE 29 OBTAINING OF PERMITS, LICENSES AND EASEMENTS

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

ARTICLE 30 ACCESS TO WORK

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

ARTICLE 31 SANITARY FACILITIES

If applicable, Contractor shall provide sanitary temporary facilities in no fewer numbers than required by law.

ARTICLE 32 CLEANING UP

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

ARTICLE 33 GUARANTEE

- A. In addition to guarantees required elsewhere, Contractor shall, and hereby does guarantee all work furnished on the job against all defects for a period of one year after date of acceptance of work by District and shall repair or replace any and all such work, together with any other work, which may be displaced in so doing that may prove defective in workmanship and/or materials within one year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects to Contractor and Surety with reasonable promptness. Contractor shall notify District upon completion of such repairs or replacement.
- B. Contractor Warrants that the WORK (which includes any equipment furnished by Contractor as a part of the materials) shall: (a) Be free from defects in workmanship and material; (b) Be free from defects in any design performed by Contractor; (c) Be new, and conform and perform to the requirements stated in the Specifications, and where detail requirements are not so stated, shall conform to applicable industry standards; and (d) Be suitable for the use stated in the Specifications.
- C. The warranty period for discovery of DEFECTIVE WORK shall commence on the date stamped on the Notice of Completion verifying County registration and continue for the period set forth in the Specifications or for one year if not so specified. If, during the warranty period, the WORK is not available for use due to DEFECTIVE WORK, such time of unavailability shall not be counted as part of the warranty period. The warranty period for corrected DEFECTIVE WORK shall continue for a duration equivalent to the original warranty period.

ARTICLE 34 DUTY TO PROVIDE FIT WORKERS

- A. Contractor and Subcontractors shall at all times enforce strict discipline and good order among their employees and shall not employ on any person not skilled in the work assigned to such person. It shall be the responsibility of Contractor to ensure compliance with this Article.
- B. Any person in the employ of the Contractor or subcontractors whom District may deem unfit shall be excluded from the work site and shall not again be employed on it except with written consent of District. As used in this Article, "unfit" means any person who the District concludes is either not, or improperly, skilled for the task assigned to that person, who fails to comply with the requirements of this Article, or who creates safety hazards which jeopardize other persons and/or property.
- C. Contractor shall take all reasonable steps necessary to insure that any employees of Contractor or any of its subcontractors employees do not use, consume, or work under the influence of any alcohol or illegal drugs while on the Project. Contractor shall further prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the Project. Likewise, Contractor shall preclude any of its employees or subcontractor's employees from bringing any animal onto the Project.

ARTICLE 35 FINGERPRINTING

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

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

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

ARTICLE 36 WAGE RATES, TRAVEL AND SUBSISTENCE

- A. **Wage Rates.** Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations ("Director"). These rates are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site. Any worker employed to perform work on the Project, but such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.
- B. **Holiday and Overtime Pay.** Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the contract documents or authorized by law.
- C. **Wage Rates Not Affected by Subcontracts.** The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.
- D. **Per Diem Wages.** The Contractor shall pay and shall cause to be paid to each worker needed to execute the work on the Project per diem wages including employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1.
- E. **Forfeiture and Payments.** Pursuant to Labor Code §1775, the Contractor shall forfeit to the District, not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any work done under the Agreement by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or Subcontractor's failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Contractor or Subcontractor; and (2) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.
- F. **Monitoring and Enforcement by Labor Commissioner.** Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The Contractor and all Subcontractors shall be required to furnish, at least monthly, certified payroll records directly to the Labor Commissioner in accordance with Labor Code section 1771.4. All payroll records shall be furnished in a format required by the Labor Commissioner. The Contractor and all Subcontractors must sign up for, and utilize, the Labor Commissioner's electronic certified payroll records submission system. The District will have direct and immediate access to all CPRs for the Project that are submitted through the Labor Commissioner's system. The District can

use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.

The Labor Commissioner and DLSE may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the Labor Commissioner/DLSE to ensure compliance with prevailing wage requirements. The Labor Commissioner/DLSE shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner/DLSE.

Any lawful activities conducted or any requests made by the Labor Commissioner/DLSE shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by the Contractor. Contractor and all Subcontractors shall cooperate and comply with any lawful requests by the Labor Commissioner/ DLSE. The failure of the Labor Commissioner, DLSE, or any other entity related to the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.

Prior to commencing any work on the Project, the Contractor shall post the required notice/poster required under the California Code of Regulations and Labor Code section 1771.4 in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the Labor Commissioner's website.

ARTICLE 37 PAYROLL RECORDS

- A. Pursuant to §1776 of the Labor Code, each Contractor and Subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the Project.
- B. All payroll records as specified in Labor Code §1776 of the Contractor and all Subcontractors of any tier shall be certified and furnished directly to the Labor Commissioner in accordance with Labor Code §1771.4(a)(3) on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Payroll records as specified in Labor Code §1776 shall be certified and submitted to the District with each application for payment. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - (2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs of the preparation by the Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.
- C. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.
- D. The Contractor or Subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 days after receipt of a written request.

- E. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the Subcontractor(s) performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.
- F. The Contractor shall inform the District of the location of all payroll records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- G. The Contractor or Subcontractor(s) shall have 10 days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that the Contractor or Subcontractor(s) fails to comply within the 10-day period, the Contractor or Subcontractor(s) shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. The Contractor is not subject to a penalty due to the failure of a Subcontractor to comply with this section.

The responsibility for compliance with this Article shall rest upon the Contractor.

ARTICLE 38 WITHHOLDING OF CONTRACT PAYMENTS & PENALTIES

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

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

ARTICLE 39 APPRENTICES

- A. **Apprentice Wages and Definitions.** All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the work of the craft or trade to which he or she is registered. Only apprentices, as defined in §3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with §3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training or in accordance with the rules and regulations of the California Apprenticeship Council.
- B. **Employment of Apprentices.** Contractor agrees to comply with the requirements of Labor Code §1777.5. The Contractor awarded the Project, or any Subcontractor under him or her, in performing any of the work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall employ apprentices in the ratio set forth in Labor Code §1777.5 and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project site for a certificate approving the Contractor or Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of

Apprenticeship. The apprenticeship program or programs, upon approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor. The Contractor or Subcontractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code §1777.5.

- C. **Submission of Contract Information.** Prior to commencing work on the Project, the Contractor and Subcontractors shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the District if requested. Within 60 days after concluding work on the Project, the Contractor and Subcontractors shall submit to the District, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.
- D. **Apprentice Fund.** The Contractor or any Subcontractor under him or her, who, in performing any of the work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor and Subcontractors may take as a credit for payments to the Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and Subcontractors may add the amount of the contributions in computing his or her bid for the Contract.
- E. **Prime Contractor Compliance.** The responsibility of compliance with this Article and §1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor. Any Contractor or Subcontractor that knowingly violates the provisions of this Article or Labor Code §1777.5 shall be subject to the penalties set forth in Labor Code §1777.7.

ARTICLE 40 PROTECTION OF PERSONS AND PROPERTY

- A. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk, with the exception of damage to the work caused by "acts of God" as defined in Government Code section 4151(b). Contractor's liability for any injury or damage proximately caused by any "act of God" shall be limited to five percent (5%) of the Contract price pursuant to Government Code section 4150.
- B. Contractor shall take, and require subcontractor to take, all necessary precautions for safety of workers on the work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Contractor shall furnish, erect and properly maintain at all times, as directed by District or Architect or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of its organization on the work, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. Name and position of person so designated shall be reported to District by Contractor. Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.

- C. In an emergency affecting safety of life, of work, or of adjoining property, Contractor, without special instruction or authorization from Architect or District, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and Contractor shall so act if so authorized or instructed by Architect or District. District will not hold Contractor liable for damages proximately caused by Contractor's actions if such actions were reasonably necessary to prevent loss of life or injury to person or damage to work or adjoining property. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.
- D. Contractor shall provide such heat, cooling, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.
- E. Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair work shall be obtained and paid for by Contractor.
- F. Contractor shall (unless waived by the District in writing):
 - (1) When performing new construction on existing sites, become informed and take into specific account the maturity of the students on the site; and perform work which may interfere with school routine before or after school hours, enclose working area with a substantial barricade, and arrange work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities. The Contractor shall comply with specifications and directives of the District regarding the timing of certain construction activities in order to avoid unnecessary interference with school functioning.
 - (2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
 - (3) Deliver materials to building area over route designated by Architect of District.
 - (4) Take preventive measures to eliminate objectionable dust.
 - (5) Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits or directions of Architect; and shall not interfere with the work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of District and Architect regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on construction site.
 - (6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer and all maps and records required therefrom shall be filed with county and local authorities, at no cost to the District. All filing and plan check fees shall be paid by Contractor.

ARTICLE 41 NON-DISCRIMINATION

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

ARTICLE 42 COST BREAKDOWN AND PERIODICAL ESTIMATES

- A. If applicable, Contractor shall furnish on forms approved by District:
 - (1) Within ten (10) days of award of Contract a detailed estimate giving complete breakdown of Contract price for each Project or site; and (2) A periodical itemized estimate of work done for purpose of making partial payments thereon. (3) Within ten (10) days of request of District, a schedule of estimated monthly payments which shall be due Contractor under Contract.
- B. Values employed in making up any of these schedules will be used only for determining basis of partial payments and will not be considered as fixing a basis for additions to or deductions from Contract price.
- C. Contractor shall include in any breakdown or estimate the cost of final Project record documents, guarantees, warranties, O & M Manuals, photographs, etc.

ARTICLE 43 CONTRACTOR CLAIMS & DISPUTES

- A. **Decision of Architect.** Disputes between District and Contractor involving money or time, including those alleging an error or omission by the Architect shall be referred initially to the Architect for action as provided in Article 43.E. A decision by the Architect, as provided in Article 43.E, shall be required as a condition precedent to proceeding with remedies set forth in Article 43.F as to all such matters arising

prior to the date final payment is due, regardless of whether such matters relate to execution and progress of the work, or the extent to which the work has been completed. The decision by the Architect in response to a Claim shall not be a condition precedent to the remedies under Articles 43.B through 43.E in the event: (1) the position of Architect is vacant; (2) the Architect has not received evidence or has failed to render a decision within agreed time limit; (3) the Architect has failed to take action required under Article 43.D within thirty (30) days after the Claim is made, forty-five (45) days have passed after the Claim has been referred to the Architect; or (4) the Claim relates to a Stop Notice Claim not arising from any extra change or Construction Change Documents for which approval has not been provided.

- B. **Architect's Review.** The Architect will review claims and take one or more of the following preliminary actions within ten (10) days of receipt of a claim: (1) request additional supporting data from the claimant; (2) submit a schedule to the parties indicating when the Architect expects to take action; (3) reject the claim in whole or in part, stating reasons for rejection; (4) recommend approval of the claim; or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the surety, if any, of the nature and amount of the claim.
- C. **Documentation if Resolved.** If a claim has been resolved, the Architect will prepare or obtain appropriate documentation.
- D. **Actions if Not Resolved.** If a claim has not been resolved and all documentation requested pursuant to Article 43.B has been provided, the party making the claim shall, within ten (10) days after the Architect's preliminary response, take one or more of the following actions: (1) modify the initial claim; (2) notify the Architect that the initial claim stands; or (3) supplement with additional supporting data.
- E. **Architect's Written Decision.** If a claim has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect's decision will be made within twenty (20) days. Upon expiration of such time period, the Architect will render to the parties its written decision relative to the claim, including any change in the Contract Sum or Contract Time or both. The Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- F. **Continuing Contract Performance.** Pending final resolution of a Claim, including, negotiation, mediation, arbitration, or litigation, the Contractor shall proceed diligently with performance of the Contract, and the District shall continue to make any undisputed payments in accordance with the Contract. If the dispute is not resolved, Contractor agrees it will neither rescind the contract nor stop the progress of the work, but Contractor's sole remedy shall be to submit such controversy to determination by a court of competent jurisdiction in the county where the project is located, after the project has been completed, and not before. At the District's sole option, the District may submit individual disputes for binding arbitration and Contractor agrees to the resolution determined for each individual dispute by Arbitrator, including resolution of time and delays. If binding arbitration is utilized for individual disputes, such resolution is full and final as to that particular claim.
- G. **Claims for Extension of Time.** Subject to the requirements set forth in Article 50, if Contractor and District cannot agree upon an extension of time, whether compensable or not, the Contractor must comply with the requirements in this Article including those set forth under Article 44.

ARTICLE 44 CLAIMS PROCEDURES & REQUIREMENTS

- A. **Procedures and Requirements Applicable to all claims.**
 - (1) **Definition of Claim:** A "Claim" means a separate demand by the Contractor for (1) time extension, (2) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the District.
 - (2) **Filing Claim is Not Basis To Discontinue Work:** The Contractor shall promptly comply with work under the Contract or work requested by the District even though a written claim has been filed. The Contractor and the District shall make good faith efforts to resolve any and all claims that may arise during the performance of the work covered by this contract.
 - (3) **Claim Notification:** The Contractor shall within seven (7) calendar days after the claim arises, submit a notification, in writing, with the District stating clearly the basis for the claim. If the notification is not submitted within seven (7) days after the claim arises, the Contractor shall be deemed to have waived all right to assert the claim and the claim shall be denied. Claims submitted after the

final payment date shall also be considered null and void by the District. All claims shall be reviewed pursuant to Article 43.

- (4) **Formal Claim Submission:** If the Contractor does not concur with the District's decision regarding the Claim Notification, the Contractor will issue a formal Claim Appeal within fourteen (14) days of receipt of the District's decision and all detailed information in support of the Claim Appeal within thirty (30) days. All appeals shall be submitted before final payment. If the Claim Appeal is not submitted within fourteen (14) calendar days and detailed information within thirty (30) days, the Contractor shall be deemed to have waived its right to assert the Claim and the Claim shall be denied. Contractor's failure to submit any detailed information which is in the possession of Contractor shall render such information inadmissible by Contractor at trial or arbitration.
- (5) **Appeal Claim Format:** The Contractor shall provide all written detailed documentation which supports the claim, including but not limited to: arguments, justifications, cost, estimates, schedule analysis and detailed documentation. The format of the Claim Appeal shall be as follows:
- a. Cover letter.
 - b. Summary of factual basis of claim and amount of claim.
 - c. Summary of the basis of the claim, including the specific clause and section under the Contract under which the claim is made.
 - d. Documents relating to the claim, including:
 - (i) Specifications
 - (ii) Drawings
 - (iii) Clarifications (RFI's)
 - (iv) Other relevant information
 - (v) Analysis of claim merit.
 - (vi) Analysis of claim cost.
 - (vii) For claims relating to time extensions, an analysis and supporting documentation evidencing any effect upon the critical path.
 - (viii) Certification.
 - (ix) Chronology of events and related correspondence.
 - (x) Daily reports and logs.
- (6) **Certification:** The Contractor (and subcontractors, if applicable) shall submit with the claim a certification under penalty of perjury:
- a. That the Contractor has reviewed the claim and that such claim is made in good faith;
 - b. Supporting data are accurate and complete to the best of the Contractor's knowledge and belief;
 - c. The amount requested accurately reflects the amount of compensation for which the Contractor believes the District is liable.
 - d. That the Contractor is familiar with Government Code section 12650 et seq. and Penal Code section 72, and that false claims can lead to substantial fines and/or imprisonment.
- (7) **Signature of Certification:** If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.
- (8) **Mandatory Claim Appeal Procedure:** The Contractor's Claim Appeal shall be denied if it fails to provide the written basis of the claim and certification as set forth herein.
- (9) **District May Request Additional Information:** Within thirty (30) days of receipt of the Claim Appeal and the information under this Article, the District may request in writing any additional documentation supporting the claim or documentation relating to defenses to the claim which the District may assert.
- B. **Claims Procedures in Addition to Government Code Claim.** Nothing in the claims procedures set forth in this Article 44 of the General Conditions shall act to waive or relieve the Contractor from meeting the requirements set forth in Government Code section 900 et seq.
- C. **Binding Arbitration of Individual Claim Issues.** At the District's sole option, the District may submit individual disputes, or claims, to binding arbitration and Contractor agrees to the resolution determined for each individual dispute by Arbitrator, including resolution of time and delays. If binding arbitration is utilized, such resolution is a full and final resolution of the particular claim or dispute. Under no circumstances may the Contractor stop work, rescind its contract or otherwise slow the progress of work during resolution of individual claims in binding Arbitration.
- D. **Resolution of Disputes in Court of Competent Jurisdiction.** If claims are not resolved under the procedure set forth and pursuant to Article 44.C, such claim or controversy shall be submitted to a court in the county of competent jurisdiction after the Project has been

completed, and not before. Prior to the filing of any such action in accordance with this Paragraph, the Contractor shall comply with the requirements set forth in Government Code section 900 et seq.

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

ARTICLE 45 PAYMENTS TO CONTRACTOR

- A. Unless otherwise specified, each month within thirty (30) days after approval of the Request for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the work performed (as certified by Architect and Inspector and verified by Contractor) up to the last day of the previous month, less the aggregate of previous payments. The value of the work completed shall be the Contractor's best estimate. Work completed as estimated shall be an approximation or estimate only and no mistake, inaccuracy, error or falsification in said any approved estimate shall operate to release the Contractor, or any surety upon any bond, from damages arising from such work, or from the District's enforcement of each and every provision of this Contract including but not limited to the Performance Bond (if applicable) and Payment Bond. The District shall have the right to subsequently to correct any mistake, inaccuracy, error or falsification made or otherwise set forth in any approved Request for Payment and such correction may occur in any future Payment Application or in the final payment to the Contractor. No Surety upon any bond shall be relieved, released or exonerated of its obligations under this Contract or any applicable bond when the District is unable to correct an overpayment to the Contractor due to any abandonment by the Contractor or termination by the District.
- B. Before payment is made hereunder, the District will review the request for progress payment with District and Inspector for verification that the work for which payment is requested has been performed in accordance with the Terms of the Contract.
- C. District and Inspector shall sign the request for payment as verification that the work has been performed. It is understood moreover, that signature of the Inspector and Architect shall not be conclusive upon District, but merely advisory.
- D. Upon request by the District, Contractor shall provide lien releases or partial lien releases for payments previously made. Contractor shall not be entitled to any payment for WORK performed if Contractor has not complied with any lawful direction from the District or has failed to provide lien releases as requested.
- E. Prior to final payment, Contractor and each Subcontractor shall certify that the Project does not contain any asbestos containing materials.
- F. After completion of the WORK, Contractor shall make a demand for final payment. The demand for final payment shall identify all disputed and undisputed amounts due under the CONTRACT and, all claims for compensation under or arising out of this CONTRACT. The Contractor's negotiation of the payment of the final amount shall constitute a waiver of all amounts due under the CONTRACT and all claims against District under or arising out of this CONTRACT except those identified by Contractor in writing, and unsettled before Contractor's negotiation of final payment. The final payment, if unencumbered, shall be made thirty-five (35) calendar days after recordation of the Notice of Completion by the County Registrar. Acceptance will be made only by ACTION OF THE GOVERNING BOARD.
- G. In accordance with Public Contract Code section 7100, payments by the District to the Contractor for any and all undisputed amounts is contingent upon the Contractor furnishing the District with a release of all claims against the District related to such undisputed amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release. If, however, the Contractor specifically excludes any claims, the Contractor shall provide details such as a specific number of disputed days or costs of any such exclusion in accordance with Articles 44 and 46.
- H. No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the WORK.

ARTICLE 46 CHANGES AND EXTRA WORK

- A. District may, as provided by law and without affecting the validity of this Contract, order changes, modifications, deletions and extra work by

issuance of written change orders from time to time during the progress of the Project, Contract sum being adjusted accordingly. All such work shall be executed under conditions of original Contract except that any claim for an extension of time caused thereby shall be adjusted at time of ordering such change.

- B. In giving instructions, Architect shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with purposes of the building. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from District, authorized by action of the Governing Board and no claim for addition to Contract sum shall be valid unless so ordered.
- C. The following format shall be used as applicable by the District and the Contractor to communicate proposed additions and deductions to the Contract:

	CREDIT	EXTRA
(a) Material (attach itemized quantity and unit cost plus sales tax)	_____	_____
(b) Labor (attached itemized hours and rates)	_____	_____
(c) Equipment (attached invoices)	_____	_____
(d) Subtotal	_____	_____
(e) If Subcontractor performed work, add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed fifteen percent (15%) of item (d).	_____	_____
(g) Subtotal	_____	_____
(h) General Contractor's Overhead and Profit: Not to exceed fifteen percent (15%) of Item (d) if Contractor performed the work. No more than five percent (5%) of Item (g) if Subcontractor performed the work. If work was performed by Contractor and Subcontractors, portions performed by Contractor shall not exceed fifteen percent (15%) of Item (d), and portions performed by Subcontractor shall not exceed five percent (5%) of Item (g)	_____	_____
(i) Subtotal	_____	_____
(j) Bond not to exceed one percent (1%) of Item (g)	_____	_____
(k) TOTAL	_____	_____

- D. If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligates the District to pay additional compensation to the Contractor or to grant an extension of time for the compensation of the Contract, or constitutes a waiver of any provision in the Contract, Contractor shall notify the District, in writing, of such claim within ten (10) calendar days from the date Contractor has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the District within such ten (10) calendar day period shall be deemed a waiver and relinquishment of such a claim against the District. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in this Article.
- E. If Contractor does not remove such work within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) calendar days time thereafter, District may, upon ten (10) calendar days written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

ARTICLE 47 COMPLETION

- A. The Project will be considered complete when all required contract work is completed, all punch list items have been completed and a Notice of Completion has been recorded for the Project. The work may only be accepted as complete by action of the Governing Board.

ARTICLE 48 ADJUSTMENTS TO CONTRACT PRICE

- A. If Contractor defaults or neglects to carry out the work in accordance with the contract documents or fails to perform any provision thereof, District may, after ten (10) days written notice to Contractor and without prejudice to any other remedy it may have, make good such deficiencies.
- B. District shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct work injured or not done in accordance with Contract provisions, an equitable reduction in Contract price shall be made therefore.

ARTICLE 49 CORRECTION OF WORK

- A. Should it be considered necessary or advisable by the District at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out the same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to fault of the Contractor or his subcontractor, he shall defray all expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and material necessarily involved in the examination and replacement shall be allowed the Contractor.
- B. Contractor shall promptly remove from premises all work identified by District as failing to conform to Contract, whether incorporated or not. Contractor shall promptly replace and re-execute its own work to comply with entrant documents without additional expense to District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- C. If Contractor does not remove such work within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) days time thereafter, District may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

ARTICLE 50 EXTENSION OF TIME - LIQUIDATED DAMAGES

- A. The Contractor and District hereby agree that the exact amount of damages for failure to complete the work within the time specified is extremely difficult or impossible to determine. It is expressly understood that time is of the essence and that the Contractor must complete the Project within the Contract Time specified in the Agreement. Contractor shall be assessed the sum (set forth in the Agreement Form) per day as liquidated damages for each and every day the work required under this contract remains unfinished past the time for completion, as set forth in the Agreement, and any extensions of time granted by the District to the Contractor under the terms of the contract documents and pursuant to Section 53069.85 of the Government Code. For purposes of this Article, the work shall be considered "complete" in accordance with the provisions of Article 47, "COMPLETION", except that the work may be considered complete without formal acceptance by the Governing Board so long as the board, at its next regularly scheduled meeting, accepts the work.
- B. Contractor shall not be charged for liquidated damages, as set forth above, because of any delays in completion of work which are not the fault or negligence of Contractor, including but not restricted to: acts of God as defined in Public Contract Code section 7105, acts of public enemy, fires, floods, epidemics and quarantine restrictions. Contractor shall, within ten (10) calendar days of beginning of any such delay (unless District grants in writing a further period of time to file such notice prior to date of final settlement of the Contract), notify District in writing of causes of delay; thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. The District's finding of fact thereon shall be final and conclusive on the parties hereto. Extensions of time shall apply only to that portion of work affected by delay, and shall not apply to other portions of work not so affected.

ARTICLE 51 PAYMENTS WITHHELD

- A. In addition to amount which District may retain under Article 47 entitled "COMPLETION" and Article 45 entitled "PAYMENTS TO CONTRACTOR", District may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in its judgment may be necessary to cover:
 - (1) Payments which may be past due and payable for just claims against Contractor or any subcontractors, or against and about the performance of work on the Project under this Contract,

including, without limitation, payments made pursuant to the Article 45 entitled "PAYMENTS BY CONTRACTOR";

- (2) The cost of defective work which Contractor has not remedied;
 - (3) Liquidated damages assessed against Contractor;
 - (4) Penalties for violation of labor laws;
 - (5) The cost of materials ordered by the District pursuant to the Article 28 entitled "MATERIALS AND WORK";
 - (6) The cost of completion of this Contract if there is reasonable doubt that this Contract can be completed for the balance then unpaid to Contractor;
 - (7) Site clean-up as provided in Article 32 entitled "CLEANING UP";
 - (8) Amount necessary to satisfy any and all liens against District. Contractor shall provide release of all liens prior to final payment;
 - (9) Damages to another Contractor;
 - (10) Payments to indemnify, defend, or hold harmless the District;
 - (11) Any payments due to the District including but not limited to payments for failed tests, utilities or imperfections; or
 - (12) Inspector sign-off of each item in the DSA 152 Project Inspection Card.
- B. If the Contractor, at its own expense, removes the reason for withholding, then payment shall be made for amount withheld.
- C. District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then such amount shall be considered as a payment made under Contract by District to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of such funds disbursed on behalf of Contractor.
- D. As an alternative to payment of such claims or obligations, District, in its sole discretion, may reduce the total Contract price as provided in Article 48 entitled "ADJUSTMENTS TO CONTRACT PRICE."
- E. Payment by the District shall be without prejudice to any other action by the District to recover damages.

ARTICLE 52 EXCISE TAXES

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

ARTICLE 53 TAXES

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

ARTICLE 54 NO ASSIGNMENT

Contractor shall not assign this Contract or any part thereof.

ARTICLE 55 NOTICE AND SERVICE THEREOF

- A. Any notice from one party to the other or otherwise under Contract shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:
- (1) If notice is given to District, by personal delivery thereof to District or by depositing same in United States mail, enclosed in a sealed envelope addressed to District, and sent by registered or certified mail with postage prepaid;
 - (2) If notice is given to Contractor by personal delivery thereof to said Contractor or to Contractor's superintendent at site of Project, or

by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business or at such address as may have been established for the conduct of work under this Contract, and sent by registered or certified mail with postage prepaid;(3) If notice is given to surety or other person by personal delivery to such surety or other person or by depositing same in United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by surety or other person to party giving notice, and sent by registered or certified mail with postage prepaid.

ARTICLE 56 NO WAIVER

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

ARTICLE 57 HAZARDOUS MATERIALS

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

ARTICLE 58 DISTRICT'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 59 INDEMNIFICATION

See Article 5 of the Agreement Form.

ARTICLE 60 NON-UTILIZATION OF ASBESTOS MATERIAL

NO ASBESTOS OR ASBESTOS-CONTAINING PRODUCTS SHALL BE USED IN THIS CONSTRUCTION OR IN ANY TOOLS, DEVICES, CLOTHING, OR EQUIPMENT USED TO EFFECT THIS CONSTRUCTION. Asbestos and/or asbestos-containing products shall be defined as all items containing, but not limited to, chrysolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (1%) asbestos shall be defined as asbestos-containing material. All work or materials found to contain asbestos or work or material installed with asbestos-containing equipment will be immediately rejected and this work will be removed at no additional cost to the District.

ARTICLE 61 LIEN RELEASES

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



GENERAL CONDITIONS

1. Contractor shall perform various construction tasks for installation/replacement of interior light fixtures for various sites throughout the District, under "The California Clean Energy Job Act (Proposition 39 K-12 Program)". Approximately, 40,000 light fixtures, District-wide, have been planned to be installed under this contract.
2. The services to be performed under the awarded contract shall be performed over an initial one-year term (365 calendar days). Upon mutual agreement of both parties, the contract may be renewed or extended on an annual basis (365 calendar days), provided funding is available. Total duration of the contract shall not exceed what is permissible by law. If the District authorizes, in writing, to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration date of the contract shall be automatically extended solely to allow for the completion of such services.

The contract shall be awarded for up to **\$6,500,000** over the term of the contract. The contract total is an estimate and the District is in no way obligated to expend the entire \$6,500,000 over the term of the contract.

Bid pricing shall remain firm during the initial contract term. The District may however accept a justified price increase with a minimum thirty (30) days written notice prior to each annual renewal. Such increase is to be effective on renewal only.

3. Work shall be coordinated with the District Representative in order to meet the completion schedule for the project(s). Contractor may work during the hours/days specified for each project. Safety of students shall be of paramount concern if/when working during school hours.
4. The successful bidder must possess a valid and active **Class B and/or C-10 License** at the time of bid and throughout the duration of this Contract.
5. The agreed liquidated damages provision is **\$500.00** per day.
6. Insurance:
As noted in Article 18, Contractor shall take out and maintain and shall require all subcontractors, if any whether primary or secondary, to take out and maintain:

- Commercial General Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate
- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage
- Workers' Compensation and Employer's Liability Insurance as required by Labor Code, but not less than \$1,000,000 (EL-\$1,000,000 per accident for bodily injury or disease)
- Insurance Covering Special Hazards: Shall be covered by rider or riders to the above-mentioned general liability insurance policy or policies of insurance, or by special policies of insurance, as required by the District, in amounts as specified.

The Contractor shall name, on any policy of insurance required under Article 18, the District as additional insured by way of separate endorsement.

7. Bond Requirements:
As noted in Item 5 of the Bid Document, the following bond is required with your bid:
 - Bid (Security) Bond to be executed at ten percent (10%) of proposed contract amount of \$6,500,000.

Bond requirements for awarded bidder (if entering into Agreement) are as follows:

- Payment Bond to be executed for one-hundred percent (100%) of awarded proposed contract amount.

8. Alcohol and Tobacco Free Schools:

It is prohibited to use alcohol and tobacco products at any time in District-owned or leased buildings, or on District property. Prohibited products include any alcoholic beverages and any product containing tobacco or nicotine, including but not limited to cigarettes, cigars, miniature cigars, smokeless tobacco, snuff, chew, clove cigarettes, betel, and nicotine (and non-nicotine) delivery devices such as electronic cigarettes.

9. Pre-Bid Meeting/Job Walk:

Contractor(s) are to meet at the Purchasing & Contracts Branch for a **Mandatory** Pre-Bid Meeting as follows:

Location: **LBUSD Purchasing Branch - 2201 E. Market St., Long Beach, CA 90805**
Date: **Friday, October 19, 2018**
Time: **9:00am**

Bidders are responsible for bringing their own printed copies of the bid documents. Additional copies may or may not be provided by the District at the time of the Pre-Bid Meeting.

10. Contractor Responsibilities:

Contractor to be responsible for all measurements for any work and all work requested in this bid.

11. Hazardous Materials:

In the event the Contractor encounters or suspects the presence on the job site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the District in writing, whether or not such material was generated by the Contractor or the District. The Work in the affected area shall not thereafter be resumed, except by written agreement of the District and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the District and Contractor.

12. Contractor Documents:

Successful Contractor shall not start work until all contract documents have been received by the District, and the Notice to Proceed has been issued. All agreements, bonds, and insurance certificates must be submitted to the District within ten (10) calendar days of written request.

13. The number of executed copies of the Agreement, the Payment Bond, and the Performance Bond (if applicable) required to be returned to the District is **one (1)**.

14. Fingerprinting:

The District requires that the Contractor will be required to comply with Education Code Section 45125.2.

15. Bid Questions:

Questions concerning RFB No. 02-1819 are to be emailed to Erica Bonilla at ebonilla@lbschools.net no later than 12:00pm at October 25, 2018. Questions will only be accepted in writing, via e-mail only.



SUPPLEMENTARY GENERAL CONDITIONS

1. Award of Contract.

The following fictitious project scenario costs will be used as an example of costs for a typical job of this project. These scenario costs will be the basis for the District to award the RFB.

FICTITIOUS PROJECT SCENARIO

Assumed costs of labor, materials, equipment, and subcontractor(s) are as follows:

- A. Labor Costs: \$28,074.98**
- B. Materials Costs: \$96,140.00**
- C. Equipment Costs: \$3,850.00**
- D. Subcontractor(s) Costs: \$9,900.00**

Bidders will provide their Overhead & Profit (O&P) Percentages (Column B) in and will perform their own calculations to complete the Total Project Costs in the Bid Form. The following table is a sample of how calculations are to be made. The contract will be awarded to the lowest responsible, responsive bidder using the calculated Total Project Costs in the table.

SAMPLE BID FORM						
Item	Contractor's Cost (O&P* not included)	x	Contractor's O&P* (%)	=	Total Contractor's O&P (\$)	TOTAL (Including O&P*)
	A	x	B	=	C	A + C
Labor**	\$28,074.98	x	55%	=	\$15,441.24	\$43,516.22
Materials	\$96,140.00	x	7%	=	\$6,729.80	\$102,869.80
Equipment	\$3,850.00	x	5%	=	\$192.50	\$4,042.50
Subcontractors	\$9,900.00	x	6%	=	\$594.00	\$10,494.00
Total Bid Amount						\$160,922.52

* Overhead & Profit (O&P)

**Labor scenario cost as per calculations in table below

The following table provides the breakdown of how the Labor Cost of \$28,074.98 was calculated in both the Sample Bid Form (precious page) and the attached Bid Form:

Labor Costs									
Journeyperson	Straight Hours			Overtime Hourly Rate					
				Saturday			Sunday & Holiday		
	(1) No. of Hours	(2) Hourly Rate (\$)	Cost (\$) (1) X (2)	(5) No. of Hours	(6) Hourly Rate (\$)	Cost (\$) (5) X (6)	(7) No. of Hours	(8) Hourly Rate (\$)	Cost (\$) (7) X (8)
Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker, Acoustical Installer	17	\$59.82	\$1,016.94	7	\$80.45	\$563.15	0	\$101.07	\$0.00
Drywall Installer/ Lather	18	\$60.10	\$1,081.80	0	\$80.73	\$0.00	0	\$101.35	\$0.00
Electrician (NECA Member) INSIDE WIREMAN, RADIO MONITOR TECHNICIAN	27	\$73.45	\$1,983.15	45	\$96.00	\$4,320.00	9	\$118.54	\$1,066.86
Painter, Lead Abatement	18	\$45.27	\$814.86	14	\$60.83	\$851.62	0	\$60.83	\$0.00
Plasterer	0	\$56.70	\$0.00	0	\$74.51	\$0.00	14	\$92.31	\$1,292.34
Sheet Metal Worker (HVAC)	9	\$71.41	\$642.69	0	\$92.80	\$0.00	0	\$114.19	\$0.00
Laborer, Group 1	17	\$53.73	\$913.41	83	\$70.33	\$5,837.39	11	\$86.92	\$956.12
Asbestos & Lead Abatement Worker (Laborer)	14	\$53.24	\$745.36	0	\$69.84	\$0.00	18	\$86.43	\$1,555.74
Drywall Finisher	22	\$57.82	\$1,272.04	41	\$77.11	\$3,161.51	0	\$96.40	\$0.00
Labor Costs Subtotal (\$):			\$8,470.25			\$14,733.67			\$4,871.06
			(I)			(II)			(III)
Total Labor Costs (O&P*) (\$): (I) + (II) + (III)			\$28,074.98						
			(A)						

Bidders shall refer to "APPENDIX A" for laborer prevailing wage rates. However, bidder is responsible for pricing based on the most updated DIR labor rates from the link below:

<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

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. In the event an award is made to bidder, and such bidder fails or refuses to execute the Contract and provide the required documents within ten (10) calendar days after award of the Contract to bidder, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders. **Each bid must conform and be responsive to the Contract Documents as defined in the Articles.**



TECHNICAL SPECIFICATIONS

DISTRICT-WIDE INTERIOR LIGHT FIXTURE REPLACEMENT

A. **Scope of Work**

Contractor shall perform various construction tasks for installation/replacement of interior light fixtures for various sites throughout the District, under “The California Clean Energy Job Act (Proposition 39 K-12 Program)”. The scope of work may include labor for the activities related to trades listed below:

10. Asbestos & Lead abatement/stabilization (limited to the areas for performing tasks, related to categories 2 through 10)
11. Carpentry
12. Cement Mason
13. Drywall
14. Electrical
15. Low voltage systems
16. Painting
17. Plastering
18. Roofing
19. Sheet Metal

B. **Scope of Work Notes:**

1. Contractor will be required to provide individual project proposals to the District for each project. **There are no change orders allowed for each project.** Changes as addition to/deduction from approved proposal shall be performed per revised proposals approved by the District.
2. It is the Contractor’s responsibility to hold the proper license(s) and/or hire appropriate licensed subcontractors to perform each task per above listed trade categories.
3. All tasks shall be performed per the District’s Design Standards (available electronically via <http://measure.net/fds/list.html>).
4. All tasks shall be performed per latest Federal and State applicable codes and regulations.
5. Contractor shall submit each project proposal within 72 hours after receiving a request for proposal by the District. The contractor may be assessed liquidated damages per General Conditions, if proposals are not submitted within 72 hours of request.
6. All project proposals shall include total project durations in calendar days. The contractor may be assessed liquidated damages per General Conditions, if the project is not completed as proposed to and accepted by the District.
7. If applicable to the project, the Contractor shall provide submittals for all material, shop drawings, certifications, and permits for the District’s approval. Work shall only be performed **after** submittal approvals by the District.
8. All tasks’ scope of work will be defined/finalized per job walks in the District’s and Contractor’s representatives’ attendance. Each task will be defined in details per individual proposals (for each task), and approved by the District’s Representative.
9. The contractor shall include the following items in each project proposal:
 - a) Number of labor hours and rates (assigned to the project), categorized per craft and based on journey level. All labor rates (for both straight and over time) shall be per GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS (DIR); PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1; FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION

AND DREDGING PROJECTS. Overtime must be approved by the District in writing, and prior to commencement of Work. Overtime rates shall be commensurate with California labor compliance regulations. There will be no extra costs for the Contractor's Superintendent/Foreman/Project Manager/Project Engineer, and the Contractor shall consider all related extra costs in his/her overhead and profit percentages. The Contractor will be paid based on labor hours listed in the approved proposal by the District's Representative, plus Contractor's overhead and profit. The most recent table for above mentioned prevailing wages should be used and the district has provided in "APPENDIX A" of this section what were the most updated tables at the time that the RFB was prepared. The latest update of prevailing wage rates will be used during the life of this contract, and it is the responsibility of the contractor to ensure that the most updated DIR rates are being applied to the employees working on the projects.

- b) Equipment costs are to be based on:
 - i. The dollar amount listed on quotations from legal rental companies related to the project, for rental equipment. The quotations shall include the District's issued project name / number. The Contractor will be paid based on actual invoices from the same vendor who issued the quotations, plus Contractor's overhead and profit and shall be approved by the District's Representative. The district reserves the right to audit and compare the invoice pricing provided by the contractor.
 - ii. Estimates based on latest update of California State Transportation Agency (CALTRANS)'s Labor Surcharge and Equipment Rental Rates (Cost of Equipment Ownership) Handbook, for equipment owned by the Contractor. The Contractor will be paid based on actual hours of using equipment and costs of transportation, plus Contractor's overhead and profit and shall be approved by the District's Representative. The CALTRANS handbook can be downloaded via the following link:

<http://www.dot.ca.gov/hq/construc/equipmnt.html>

- c) Material cost estimate: Material costs will be paid based on submitted invoices from light fixture manufacturers or authorized distributor(s), plus Contractor's overhead and profit and shall be approved by the District's Representative. The Contractor shall submit all installed light fixtures' warranty documents along with the invoices. The Contractor's payment application(s) will be rejected by the District, if the Contractor does not submit proper warranty documents per the contract's requirements.
10. Contractor's overhead and profit for all labor, and subcontractor markup percentages, equipment, material, shall include, the contractor's entire operating expenses, payroll taxes, employee health and welfare benefits, supervisory and management expenses. The Contractor shall not add overhead and profit to Contractor's Subcontractor Markup. **Bond(s) costs shall not be included in Contractor's overhead and profit.**
 11. All required bond costs related to the original bid (independent from the projects) will be reimbursed to the Contractor completely, upon receiving backup documents, and approved by the District. No Contractor's overhead and profit shall be applied on bond(s) costs.
 12. Contractor's overhead and profit shall not be applied to permit(s) and / or any other fees, reimbursable to the Contractor.
 13. The Contractor will not be paid partially during each project. Each project will be paid after completion and accepted by the District in writing.
 14. All subcontractors shall comply with all items mentioned in this section.

15. The abatement contractor, contractor, and subcontractor(s) qualified staff shall be responsible for all disturbance, spot removal or impact, removal and proper disposal of asbestos and / or lead containing materials, asbestos and/or lead containing debris, demolition of contaminated materials, decontamination of affected areas, and other non-ACM materials as necessary in preparation for the work defined in the proposal.
16. All asbestos and lead inspection/survey reports related to each project, will be provided to the contractor prior to submitting his project proposal to the District.
17. The Contractor **shall not** perform any work without prior written proposal approved by the District.
18. The contractor shall comply with all materials and equipment manufacturers' recommendations/instructions/guidelines, unless otherwise directed by the District in writing.
19. The Contractor shall place proper traffic control measures, with the District's approval, for all projects involving a public right-of-way and occupied facilities.
20. Contractor is responsible for all removal/temporary relocation/demolition of all items (such as cabinets, casework, carpeting, conduits, fire alarm devices, etc.) fastened or attached to floors / ground, walls and ceiling structure, which will be impacted by the scope of each project. All removed / temporary relocated items shall be installed back in original conditions, and shall be fully functional. The contractor shall protect all sensitive devices such as fire alarm elements, speakers, light fixtures, etc. properly. The contractor shall notify the District in timely manner to bypass fire alarm and / or intrusion devices if needed.
21. Contractor shall be responsible for all scaffolding, lifts, fall protection, etc. as necessary to access areas affected by the scope of each project, removing demolished materials, cleaning all affected areas and adjacent surfaces, and remove and transport all wastes and packing materials.
22. All floors / ground and walls shall be protected properly from any damage, scratches, or marring. Contractor will be responsible for all needed restoration and repairs in order to restore the floors/ground and walls to their original condition, if they were affected by the contractor's work. It is the contractor's responsibility to document all existing defect conditions prior to starting any activity/work, and to notify the District's representative regarding any existing damage or defects immediately by email (including photos).
23. All painting activities shall be performed in three (3) coats: primer, and two (2) finish coats as follows:
 - a. Ferrous metal:
 - i. Prime with Protec Metal Primer 9600 series primer or equal.
 - ii. One coat Vista 9800 Protec Semi-gloss finish (tinted 50%) or equal.
 - iii. One coat Vista 9800 Protec Semi-gloss finish or equal.
 - b. Nonferrous metal:
 - i. Prime with Protec Metal Primer 9600 series primer or equal.
 - ii. One coat Vista 9800 Protec Semi-gloss finish (tinted 50%) or equal.
 - iii. One coat Vista 9800 Protec Semi-gloss finish or equal.
 - c. Stucco and concrete:
 - i. Prime patches with Vista Uniprime II or equal.
 - ii. One coat Vista Care free 8400 Semi-gloss finish (tinted 50%) or equal.
 - iii. One coat Vista Care free 8400 Semi-gloss finish or equal.

The contractor shall provide enough time between applying the paint coats per the Inspector's and/or the District's Representative directions. All loose and defective paint shall be removed, and the area shall be sanded prior to applying the first coat.

The above procedure supersedes any discrepancy which may occur at any other parts of the contract documents.

24. All light fixtures, their hanging devices, light bulbs, wiring, and conduits shall be protected in place. The contractor will be responsible for replacing damaged and / or defective parts with new if damaged due to the contractor's work.
25. All asbestos & lead abatement / stabilization scope of work shall be performed by a California licensed asbestos abatement certified laborers.
26. The Contractor shall comply with U.S. EPA Lead Renovation, Repair, and Painting Rule (RRP) (40CFR Part 745).
27. There are no change orders allowed for each project. Changes as addition to/deduction from approved proposal shall be performed per revised proposals approved by the District.
28. Approximately, 40,000 light fixtures District-wide have been planned to be installed under this contract.
 - a. All light fixtures shall be purchased by the contractor, and from the manufacturer's authorized distributor(s). The following light fixtures are some of the fixtures that will be installed under this contract:
 - i. LB-RTUS24-S-30W-4K-PE-USD (manufactured by ATG Electronics Inc.), or equal
 - ii. LB-RTUS22-S-30W-4K-PE-USD (manufactured by ATG Electronics Inc.), or equal
 - iii. LB-RTUS14-S-30W-4K-PE-USD (manufactured by ATG Electronics Inc.), or equal
 - iv. LB-DK22-25W-4K-PE-USD (manufactured by ATG Electronics Inc.), or equal
 - v. LB-DK24-25W-4K-PE-USD (manufactured by ATG Electronics Inc.), or equal
 - b. All required Surface Mount Kit shall be manufactured by the same light fixture manufacturer. The Surface Mount Kit shall be designed per manufacturer's recommendations and per applicable conditions. All light fixtures Surface Mount Kit shall be purchased by the contractor, and from the manufacturer's authorized distributor(s). The following mounting bracket model numbers are available for above mentioned light fixture model numbers:
 - i. LB-HAC-CLSMK-0612A0-EL-USD (manufactured by ATG Electronics Inc.), or equal
 - ii. LB-HAC-CLMB0-0600A0-RS-USD (manufactured by ATG Electronics Inc.), or equal
 - iii. LB-HAC-CLMB0-0312A0-RS-USD (manufactured by ATG Electronics Inc.), or equal
 - c. All manufacturer's warranty documents shall be signed and stamped by the manufacturer or authorized distributor(s), and shall be provided by the contractor to the District's Representative.
29. The following changes (revisions and additions in italic and bold fonts) are applied to this Bid's Articles:

- a. Article 5A. Addition: Contractor shall provide a full-time superintendent at each site during any construction activity
- b. Article 8. ARCHITECT'S STATUS (Not Applicable)
- c. Article 20. DRAWINGS AND SPECIFICATIONS (If Applicable)
- d. Article 21. OWNERSHIP OF DRAWINGS (If Applicable)
- e. Article 22. DETAIL DRAWING AND INSTRUCTIONS (If Applicable)
- f. Article 26. SAMPLES (If Applicable)
- g. Article 42. COST BREAKDOWN AND PERIODICAL ESTIMATES (Not Applicable)
- h. Article 43A. DECISION OF ARCHITECT (Not Applicable)
- i. Article 43B-D. CONTRACTOR CLAIMS & DISPUTES (Not Applicable or Replace "Architect" with "District")
- j. Article 46. CHANGES AND EXTRA WORK (Not Applicable)



SAMPLE PUBLIC WORKS CONTRACT

THIS Agreement, entered into this «**Date_Month_and_Year**» in the County of Los Angeles of the State of California, by and between the Long Beach Unified District, hereinafter called the "District", and «**Vendor_Name**», hereinafter called the "Contractor".

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

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contracts 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: **RFB «Bid_No» - «Bid_Title»**

IT IS THE DUTY OF THE Contractor to complete the work covered by this contract in exact accordance with the approved plans, specifications and other contract documents as specified in Article 6 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, the Office of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the documents. Such protest shall not be effective unless reduced to writing and filed with the district office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the contract documents.

ARTICLE 2 - TIME FOR COMPLETION. The effective time period of this agreement is «Contract Date» through «Original Expiration Date». Additional years may be awarded, upon mutual consent of the Contractor and the District, providing funds available and all terms and conditions remain the same. Total length of the contract is not to exceed the allowance by law.

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, the sum of \$«OriginalContractAmount». Contractor will be paid on an as-needed project-by-project basis, in accordance with the following rates submitted in RFB No. «Bid_No» - «Type_of_Service». These rates shall remain in effect for the entire term of this agreement.

ARTICLE 4 - HOLD HARMLESS AGREEMENT. The Contractor agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- a. Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful conduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District; and
 - b. Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property. The liability arose from the negligence or willful misconduct of any employed contractor of the Contractor, either directly or by independent contract.
- The Contractor, at his own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 5 - PROVISIONS REQUIRED BY LAW. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

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

- Notice to Contractors Calling for Bids
- Information for Bidders

- Bid, as accepted
- List of Subcontractors
- Agreement
- Payment Bond (Labor and Material) - 100% of contracted amount
- Performance Bond (if applicable)
- General Conditions and Special Conditions
- Specifications
- Drawings
- Addenda and Revisions

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein. 1) Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et. seq.) and 2) California Code of Regulations, Title 8, Chapter 8, Subchapters 3 & 4 (Section 15000 et. seq.)

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 in all.

ARTICLE 7 - PREVAILING WAGES. Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the DISTRICT and are also available from the Director of the Department of Industrial Relations.

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

«Vendor_Name»

Long Beach Unified School District of Los Angeles County

Signature: _____

Signature: _____

Print Name: _____

Ron Hoppe

Title: _____

Purchasing & Contracts Director

Date: _____

Date: _____

(CORPORATE SEAL)



SAMPLE INSURANCE DOCUMENTS & ENDORSEMENTS

The authorized insurance representative is requested to complete and sign this certification and attach it to the insurance certificate furnished to the District.

The following insurance endorsements and documents must be provided to the Long Beach Unified District within ten (10) calendar days after receipt of notification of award. If the apparent low bidder fails to provide the documents required below, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders, and the bidder’s bid security will be forfeited. All insurance provided by the bidder shall fully comply with the requirements set forth in Article 18 of the General Conditions.

General Liability Insurance: Certificate of Insurance with all specific insurance coverages set forth in Article 18 of the General Conditions, proper Project description, designation of the District as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the District and minimum 30 day cancellation notice. Bidder shall also provide required additional insured endorsement(s) designating all parties listed in Article 18 of the General Conditions. The additional insured endorsement shall be an ISO CG 10 (04/13), an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion.

Incidents and claims are to be reported to the insurer at:

Attn: _____
 (Title) _____ (Department)

 (Company)

 (Street Address) _____ (City) _____ (State) _____ (Zip Code)

Workers’ Compensation/ Employers Liability Insurance: Certificate of Workers’ Compensation Insurance meeting the coverages and requirements set forth in Article 18 of the General Conditions, minimum of 30 days’ cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements.

Automobile Liability Insurance: Certificate of Automobile Insurance meeting the coverages and requirements set forth in Article 18 of the General Conditions, minimum 30 days’ cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the District.

Incidents and claims are to be reported to the insurer at:

Attn: _____
 (Title) _____ (Department)

 (Company)

 (Street Address) _____ (City) _____ (State) _____ (Zip Code)

This is to certify that the LONG BEACH UNIFIED SCHOOL DISTRICT is named as
ADDITIONAL INSURED in:

Insurance Policy No(s): _____

Issued by: _____

to: «Vendor_Name» for the project entitled: **RFB No.** «Type_of_Service»

Authorized Insurance Representative:

Print Name _____

Date _____

Address _____

Telephone (_____) _____

Email: _____

SAMPLE



**PAYMENT BOND
(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Long Beach Unified DISTRICT (sometimes referred to hereinafter as “Obligee”) has awarded to _____ (hereinafter designated as the “Principal” or “Contractor”), an agreement for the work described as follows: _____ (hereinafter referred to as the “Public Work”); and

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

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California. Surety are held and firmly bound unto the Long Beach Unified District and to any and all persons, companies or corporations entitled by law to file stop notices under California Civil Code section 9100 for any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$_____), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, assignees or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contract to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys’ fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550 et seq.

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

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety

and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

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

PRINCIPAL/CONTRACTOR

By: _____

SURETY

By: _____

Attorney-in-Fact (Print Name)

Contact Information for Bond Verification:

Phone: _____

Email: _____



**PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Long Beach Unified DISTRICT (sometimes referred to hereinafter as “Obligee”) has awarded to _____ (hereinafter designated as the “Principal” or “Contractor”), an agreement for the work described as follows: _____ (hereinafter referred to as the “Public Work”); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____, 20____, (hereinafter referred to as the “Contract”), which Contract is incorporated herein by this reference; and

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

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

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

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

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modification hereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract. Obligee shall not be required or obligated to accept a tender of a completion contractor from the Surety.

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

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

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

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

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

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

CONTRACTOR:

Contractor/Company Name

By: _____
Principal (Signature)

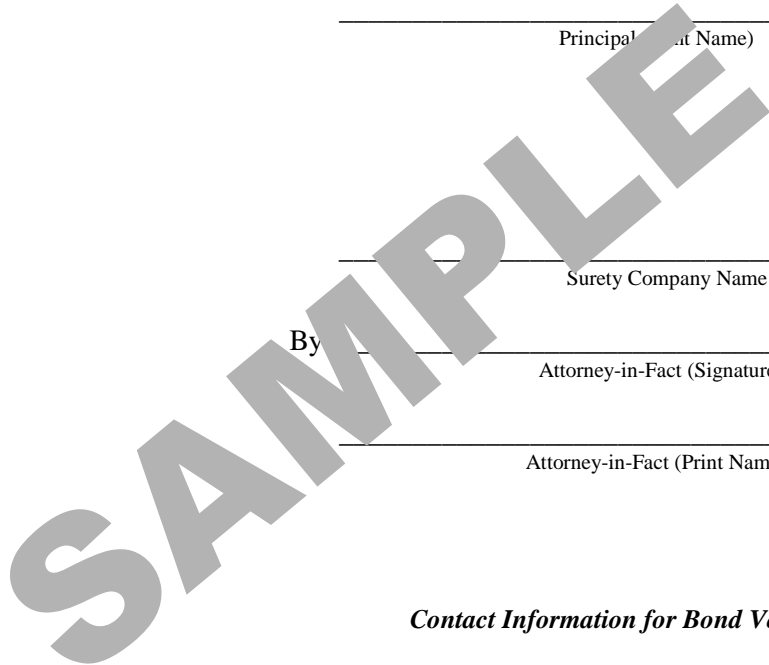
Principal (Print Name)

SURETY:

Surety Company Name

By _____
Attorney-in-Fact (Signature)

Attorney-in-Fact (Print Name)



Contact Information for Bond Verification:

Phone: _____

Email: _____

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

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

IMPORTANT: THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

Telephone: _____

Telephone: _____

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

STATE OF CALIFORNIA)

COUNTY OF _____

On _____, be _____,

Date

Here Insert Name and Title of the Officer

personally appeared _____, who proved on the

name(s) of Signer(s)

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

(SEAL)

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

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



ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY FORM

TO: Long Beach Unified District

RE: RFB «Bid_No» - «Bid_Title»

Please be advised that with respect to the above-referenced Project the undersigned Contractor on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code section 3864, which provides:

“If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury.”

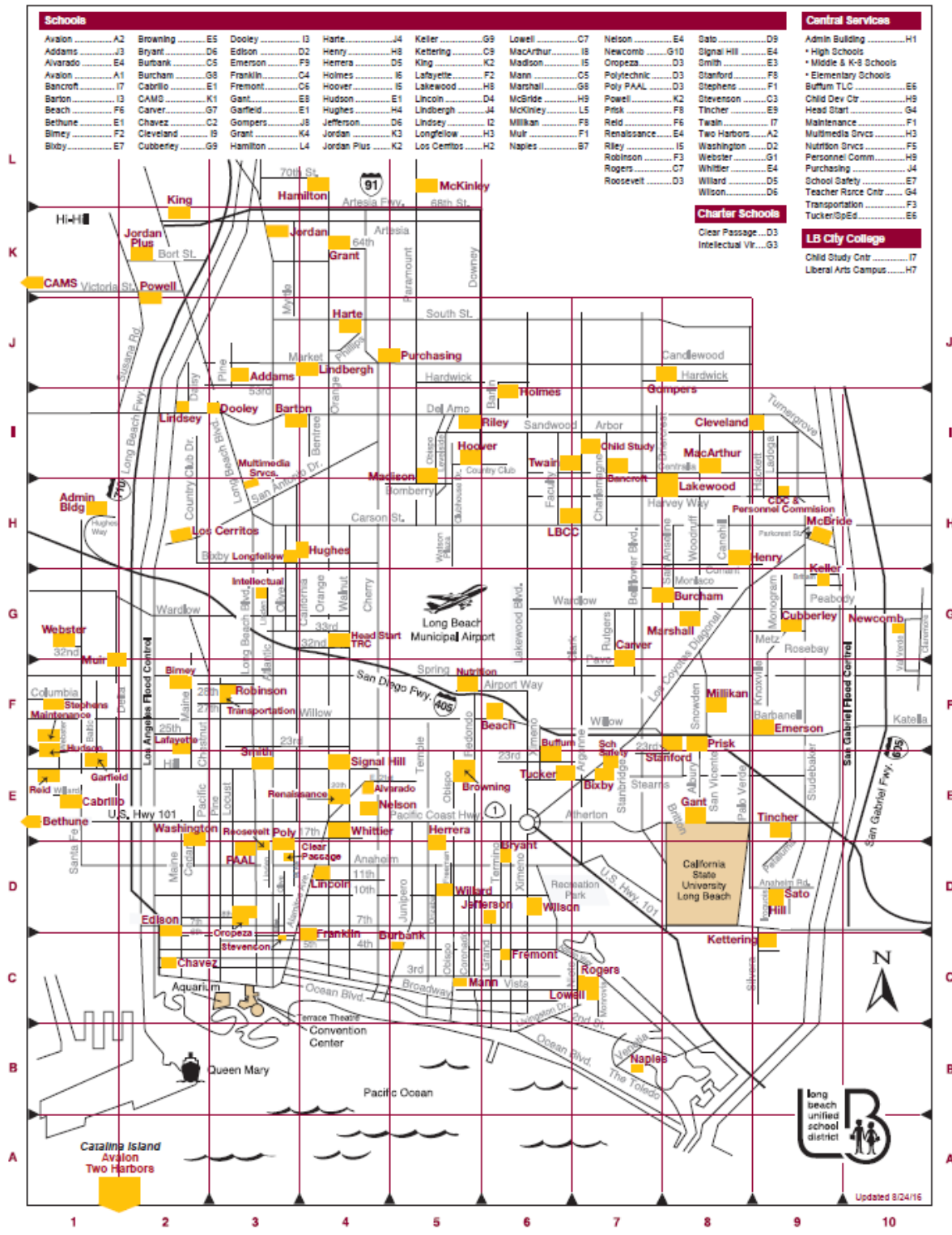
This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned contractor agrees to promptly notify the District of any changes of ownership of the contracting party or subcontractor while this Agreement is in force.

Contracting Party

Name of Agent/Title



DISTRICT MAP



LONG BEACH UNIFIED SCHOOL DISTRICT

ELEMENTARY SCHOOLS

ADDAMS (J3)	
5320 Pine Ave., 90805	428-0202
ALVARADO (E4)	
1900 E. 21st., Signal Hill, 90755	985-0019
AVALON (A1)	
P.O. Box 557, Avalon, Catalina Island, 90704	(310) 510-0790
BARTON (I3)	
1100 E. Del Amo Blvd., 90807	428-0555
BETHUNE (E1)	
2101 San Gabriel Ave., 90810	435-2050
BIRNEY (F2)	
710 W. Spring St., 90806	427-8512
BIXBY (E7)	
5251 E. Stearns St., 90815	498-3794
BRYANT (D6)	
4101 E. Fountain St., 90804	498-3802
BURBANK (C5)	
501 Junipero Ave., 90814	439-0997
BURCHAM (G8)	
5610 Monlaco Rd., 90808	420-2685
CARVER (G7)	
5335 E. Pavo St., 90808	420-2697
CHAVEZ (C2)	
730 W. 3rd St., 90802	590-0904
CLEVELAND (I9)	
4760 Hackett, Lkwd. 90713	420-7552
DOOLEY (I3)	
5075 Long Beach Blvd., 90805	428-7274
EDISON (D2)	
625 Maine Ave., 90802	590-8481
EMERSON (F9)	
2625 Josie Ave., 90815	420-2631
FREMONT (C6)	
4000 E. 4th St., 90814	439-6873
GANT (E8)	
1854 Britton Dr., 90815	430-3384
GARFIELD (E1)	
2240 Baltic Ave., 90810	424-8167
GRANT (K4)	
1225 E. 64th St., 90805	428-4616
HARTE (J4)	
1671 E. Phillips St., 90805	428-0333
HENRY (H8)	
3720 Canehill Ave., 90808	421-3754
HERRERA (D5)	
1620 Temple Ave., 90804	494-5101
HOLMES (I6)	
5020 Barlin, Lkwd. 90712	633-4427
KETTERING (C9)	
550 Silvera Ave., 90803	598-9486
KING (K2)	
145 E. Artesia Blvd., 90805	428-1232
LAFAYETTE (F2)	
2445 Chestnut Ave., 90806	426-7075
LINCOLN (D4)	
1175 E. 11th St., 90813	599-5005
LONGFELLOW (H3)	
3800 Olive Ave., 90807	595-0308
LOS CERRITOS (H2)	
515 W. San Antonio Dr., 90807	595-6337
LOWELL (C7)	
5201 E. Broadway, 90803	433-6757
MacARTHUR (I8)	
8011 Centralia, Lkwd. 90713	420-3588
MADISON (I5)	
2801 Bomberry, Lkwd. 90712	420-7731
MANN (C5)	
257 Coronado Ave., 90803	439-6897
McKINLEY (L5)	
8822 Paramount Blvd., 90805	630-6200
NAPLES (B7)	
5537 The Toledo, 90803	433-0489
OROPEZA (D3)	
700 Locust Ave., 90813	436-4420

ELEMENTARY SCHOOLS CONTINUED

PRISK (F8)	
2375 Fanwood Ave., 90815	598-9601
RILEY (I5)	
3319 E. Sandwood St., Lakewood, 90712	420-9595
ROOSEVELT (D3)	
1574 Linden Ave., 90813	599-3418
SIGNAL HILL (E4)	
2285 Walnut Ave., Signal Hill, 90755	426-8170
SMITH (E3)	
565 E. Hill St., 90806	595-9466
STEVENSON (C3)	
515 Lime Ave., 90802	437-0407
TWAIN (I7)	
5021 E. Centralia St., 90808	421-8421
WEBSTER (G1)	
1755 W. 32nd Way, 90810	595-6568
WHITTIER (E4)	
1761 Walnut Ave., 90813	599-6263
WILLARD (D5)	
1055 Freeman Ave., 90804	438-9934

K-8 SCHOOLS

CUBBERLEY (G9)	
3200 Monogram Ave., 90808	420-8810
GOMPERS (J8)	
5206 Briercree, Lkwd. 90713	925-2285
HUDSON (E1)	
2335 Webster Ave., 90810	426-0470
MUIR (F1)	
3038 Delta Ave., 90810	426-5571
NEWCOMB (G9)	
3351 Val Verde Ave., 90808	430-1250
POWELL (K2)	
150 Victoria St., 90805	(310) 631-8794
ROBINSON (F3)	
2750 Pine Ave., 90806	492-8003
TINCHER (E9)	
1701 Petaluma Ave., 90815	493-2636

MIDDLE SCHOOLS

AVALON (A2)	
P.O. Box 557, Avalon, Catalina Island, 90704	(310) 510-0790
BANCROFT (I7)	
5301 E. Centralia St., 90808	425-7461
FRANKLIN (C4)	
540 Cerritos Ave., 90802	435-4952
HAMILTON (L4)	
1060 E. 70th St., 90805	602-0302
HOOVER (I5)	
3501 E. Country Club Dr., Lkwd. 90712	421-1213
HUGHES (H4)	
3846 California Ave., 90807	595-0831
JEFFERSON (D6)	
750 Euclid Ave., 90804	438-9904
KELLER (H9)	
7020 E. Brittain St., 90808	421-8851
LINDBERGH (J4)	
1022 E. Market St., 90805	422-2845
LINDSEY (I2)	
5075 Daisy Ave., 90805	423-6451
MARSHALL (G8)	
5870 E. Wardlow Rd., 90808	429-7013
NELSON (E4)	
1951 Cherry Ave., Signal Hill, 90755	591-6041
ROGERS (C7)	
365 Monrovia Ave., 90803	434-7411
STANFORD (F8)	
5871 E. Los Arcos St., 90815	594-9793
STEPHENS (F1)	
1830 W. Columbia St., 90810	595-0841
WASHINGTON (D2)	
1450 Cedar Ave., 90813	591-2434

HIGH SCHOOLS

AVALON (A2)	
P.O. Box 557, Avalon, Catalina Island, 90704	(310) 510-0790
BEACH (F6)	
3701 E. Willow St., 90815	595-8893
BROWNING (E5)	
2180 Obispo Ave., 90804	997-8000
CABRILLO (E1)	
2001 Santa Fe Ave., 90810	951-7700
CALIFORNIA ACADEMY FOR MATHEMATICS AND SCIENCE (K1) (CAMS) CSUDH	(310) 243-2025
1000 E. Victoria St., Carson 90747	
JORDAN (K3)	
6500 Atlantic Ave., 90805	423-1471
JORDAN PLUS (K2)	
171 W. Bort St., 90805	984-3710
LAKEWOOD (H8)	
4400 Briercree, Lkwd. 90713	425-1281
McBRIDE (H9)	
7025 E. Parkcrest St., 90808	
MILLIKAN (F8)	
2800 Snowden Ave., 90815	425-7441
POLYTECHNIC (D3)	
1600 Atlantic Ave., 90813	591-0581
PAAL ACADEMY (D3)	
1545 Long Beach Blvd., 90813	591-1381
REID (F6)	
2153 Hill St., 90810	989-2098
RENAISSANCE (E4)	
1400 E. 20th St., 90806	591-7477
SATO ACADEMY OF MATHEMATICS & SCIENCE	
1100 Iroquois Ave., 90815	997-8000
WILSON (D6)	
4400 E. 10th St., 90804	433-0481

CHARTER SCHOOLS

CLEAR PASSAGE (D3)	
1471 MLK Jr. Ave., 90813	(888) 502-1116
INTELLECTUAL VIRTUES ACADEMY (G3)	
3601 Linden Ave., 90807	912-7017

CENTRAL SERVICES

ADMINISTRATION BUILDING (H1)	
Elementary, Middle/K-8, High School Offices	
1515 Hughes Way, 90810	997-8000
BUFFUM TOTAL LEARNING CENTER (E6)	
2350 Ximeno Ave., 90815	498-2431
CHILD DEVELOPMENT CENTERS (H9)	
4400 Ladoga Ave., Lkwd 90713	421-8210
HEAD START (G4)	
1280 E. 33rd St. Signal Hill, 90755	426-8144
MAINTENANCE (F1)	
2425 Webster Ave., 90810	997-7510
MULTIMEDIA SERVICES (OMS) (H3)	
4310 Long Beach Blvd., 90807	997-8000 x7198
NUTRITION SERVICES (F5)	
3333 Airport Way, 90806	427-7923
PERSONNEL COMMISSION (H9)	
4400 Ladoga Ave., Lkwd 90713	435-5708
PURCHASING AND CONTRACTS (J4)	
2201 Market St., 90805	663-3002
SCHOOL SAFETY (E7)	
5250 Los Coyotes Diag., 90815	997-8446
TEACHER RESOURCE CENTER (G4)	
1299 East 32nd St. Signal Hill 90755	
TRANSPORTATION (F3)	
2700 Pine Ave., 90806	426-6176
TUCKER/SPECIAL EDUCATION (E8)	
2221 Argonne Ave., 90815	986-8870



APPENDIX A

<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

UPDATED 03-05-18

CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE (A)	FRINGE BENEFITS (B)					STRAIGHT TIME HOURLY RATE (A+B)	OVER TIME HOURLY RATE	
				HEALTH AND WELFARE	PENSION	VACATION/HOLIDAY	TRAINING AND/OR OTHER	OTHER PAYMENTS		DAILY / SATURDAY	SUNDAY / HOLIDAY
# ASBESTOS WORKER										COLUMNS TO BE USED	
# MECHANIC: ASBESTOS WORKER, HEAT AND FROST INSULATOR	08/22/17	07/01/18 **	*30 39,720	*31 9,140	*40 8,010	2,990	0,840	-	50,700	*14 80,300	*15 100,920
# HAZARDOUS MATERIAL, HANDLER MECHANIC	08/22/16	07/02/17 *	*34 18,380	*32 4,540	6,060	-	0,220	-	29,200	*16 38,390	*16 38,390
# ASBESTOS AND LEAD ABATEMENT WORKER (LABORER)	02/22/18	09/30/18 *	33,190	7,000	7,460	F 4,450	0,750	*38 0,390	53,240	*39 69,840	86,430
# BRICKLAYER, STONEMASON, MARBLE MASON, CEMENT BLOCKLAYER, POINTER, CAULKER, CLEANER	08/22/17	04/30/18 **	A 39,910	8,000	7,430	-	B 0,870	0,450	C 56,660	D 76,620	96,570
# F BRICK TENDER	08/22/17	06/30/18 **	31,360	7,120	7,530	F 4,100	0,650	0,440	C 51,200	66,880	82,560
FORKLIFT OPERATOR	08/22/17	06/30/18 **	31,810	7,120	7,530	F 4,100	0,650	0,440	C 51,650	67,560	83,460
# CARPENTER AND RELATED TRADES											
# CARPENTER, CABINET INSTALLER, INSULATION INSTALLER, HARDWOOD FLOOR WORKER, ACOUSTICAL INSTALLER	08/22/17	06/30/18 **	*10 *41 41,250	7,100	4,910	F 5,600	0,570	0,390	59,820	*17 80,450	101,070
MILLWRIGHT	08/22/17	06/30/18 **	*10 41,750	7,100	4,910	F 5,600	0,570	0,590	60,520	*17 81,400	102,270
PNEUMATIC NAILER OR POWER STAPLER	08/22/17	06/30/18 **	41,500	7,100	4,910	F 5,600	0,570	0,390	60,070	*17 80,820	101,570
ROOF LOADER OF SHINGLES	08/22/17	06/30/18 **	28,970	7,100	4,910	F 5,600	0,570	0,390	47,540	*17 62,030	76,510
SCAFFOLD BUILDER	08/22/17	06/30/18 **	32,450	7,100	4,910	F 5,600	0,570	0,390	51,020	*17 67,250	83,470
SHINGLER	08/22/17	06/30/18 **	*10 41,380	7,100	4,910	F 5,600	0,570	0,390	59,950	*17 80,640	101,330
TABLE POWER SAW OPERATOR	08/22/17	06/30/18 **	41,350	7,100	4,910	F 5,600	0,570	0,390	59,920	*17 80,600	101,270
# CARPET, LINOLEUM,											
RESILIENT TILE LAYER	08/22/17	04/30/18 **	G 32,350	5,330	6,550	2,050	0,630	0,280	47,190	H 63,370	79,540
# CEMENT MASON											
CEMENT MASON, CURB AND GUTTER MACHINE OPERATOR; CLARY AND SIMILAR TYPE OF SCREED OPERATOR (CEMENT ONLY); GRINDING MACHINE OPERATOR (ALL TYPES); JACKSON VIBRATORY, TEXAS SCREED AND SIMILAR TYPE SCREED OPERATOR; SCORING MACHINE OPERATOR	08/22/17	06/30/18 **	34,500	7,770	8,860	F 6,710	0,640	0,270	58,750	*18 76,000	93,250
MAGNESITE, MAGNESITE-TERRAZZO AND MASTIC COMPOSITION, EPOXY, URETHANES AND EXOTIC COATINGS, DEX-O-TEX	08/22/17	06/30/18 **	34,820	7,770	8,860	F 6,710	0,640	0,270	58,870	*18 76,180	93,490
FLOATING AND TROWELLING MACHINE OPERATOR	08/22/17	06/30/18 **	34,750	7,770	8,860	F 6,710	0,640	0,270	59,000	*18 76,380	93,750
DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)											

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CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE (A)	FRINGE BENEFITS (B)					STRAIGHT TIME HOURLY RATE (A+B)	OVER TIME HOURLY RATE	
				HEALTH AND WELFARE	PENSION	VACATION/HOLIDAY	TRAINING AND/OR OTHER	OTHER PAYMENTS		DAILY / SATURDAY	SUNDAY / HOLIDAY
READY MIX DRIVER	02/22/16	06/30/16 *	23,600	⁴² 6,000	3,440	0,450	-	-	33,49	⁴⁵ 45,29	⁴³ 57,09 / 45,29
DUMP TRUCK	08/22/16	09/30/16 *	17,000	⁴⁴ 2,050	0,085	0,330	-	-	19,47	⁴⁵ 27,97	27,97
# DRYWALL INSTALLER/LATHER (CARPENTER)											
DRYWALL INSTALLER/LATHER	08/22/17	06/30/18 **	41,250	7,100	4,910	F 5,600	0,570	0,670	60,10	¹⁹ 80,73	101,35
STOCKER, SCRAPPER	08/22/17	06/30/18 *	12,000	7,100	-	F 4,600	0,570	-	24,27	¹⁹ 30,27	36,27
# DRYWALL FINISHER											
DRYWALL FINISHER	02/22/18	09/30/18 **	38,580	8,450	6,380	3,070	0,670	0,670	57,82	M 77,11	96,40
# ³⁵ ELECTRICIAN: (NECA MEMBERS)											
INSIDE WIREMAN, RADIO MONITOR TECHNICIAN	02/22/18	07/29/18 **	43,350	12,590	14,570	R -	0,710	q 2,234	73,45	P 96,00	118,54
CABLE SPLICER-WELDER	02/22/18	07/29/18 **	45,520	12,590	14,570	R -	0,710	q 2,321	75,71	P 99,38	123,05
TUNNEL WIREMAN	02/22/18	07/29/18 **	47,690	12,590	14,570	R -	0,710	q 2,408	77,97	P 102,77	127,57
TUNNEL CABLE SPICER	02/22/18	07/29/18 **	50,070	12,590	14,570	R -	0,710	q 2,503	80,44	P 106,48	132,52
TRANSPORTATION SYSTEMS ELECTRICIAN	02/22/18	07/29/18 **	43,400	12,590	14,520	R -	0,710	q 2,236	73,46	P 96,02	118,59
TRANSPORTATION SYSTEMS ELECTRICIAN (CABLE SPICING, WELDING AND NETA TESTING)	02/22/18	07/29/18 **	45,570	12,590	14,520	R -	0,710	q 2,323	75,71	P 99,41	123,11
TRANSPORTATION SYSTEMS TECHNICIAN	02/22/18	07/29/18 **	32,550	12,590	14,520	R -	0,710	q 1,802	62,17	P 79,10	96,02
COMM & SYSTEM INSTALLER	02/22/18	12/31/18 **	33,640	8,560	N 5,120	-	0,650	q 1,596	49,57	P 67,06	84,55
# ³⁵ ELECTRICIAN: (NON-NECA MEMBERS)											
INSIDE WIREMAN, RADIO MONITOR TECHNICIAN	02/22/18	07/29/18 **	43,350	12,590	14,570	R -	0,710	q 2,017	73,24	P 95,67	118,10
CABLE SPLICER-WELDER	02/22/18	07/29/18 **	45,520	12,590	14,570	R -	0,710	q 2,093	75,48	P 99,04	122,60
TUNNEL WIREMAN	02/22/18	07/29/18 **	47,690	12,590	14,570	R -	0,710	q 2,169	77,73	P 102,41	127,09
TUNNEL CABLE SPICER	02/22/18	07/29/18 **	50,070	12,590	14,570	R -	0,710	q 2,252	80,19	P 106,10	132,01
TRANSPORTATION SYSTEMS ELECTRICIAN	02/22/18	07/29/18 **	43,400	12,590	14,520	R -	0,710	q 2,019	73,24	P 95,70	118,16
TRANSPORTATION SYSTEMS ELECTRICIAN (CABLE SPICING, WELDING AND NETA TESTING)	02/22/18	07/29/18 **	45,570	12,590	14,520	R -	0,710	q 2,095	75,48	P 99,07	122,65
TRANSPORTATION SYSTEMS TECHNICIAN	02/22/18	07/29/18 **	32,550	12,590	14,520	R -	0,710	q 1,639	62,01	P 78,85	95,70
COMM & SYSTEM INSTALLER	02/22/18	12/31/18 **	33,640	8,560	N 5,120	-	0,650	q 1,427	49,40	P 66,81	84,21
# ELEVATOR CONSTRUCTOR											
MECHANIC	02/22/18	12/31/18 **	53,850	15,425	⁹ 16,610	²¹ 4,890	0,610	0,360	91,75	²⁰ 118,67	145,60
¹² HELPER	02/22/18	12/31/18 **	37,700	15,425	⁹ 16,610	²¹ 3,420	0,610	0,360	74,13	²⁰ 92,98	111,83
# EQUIPMENT OPERATORS (CRANES, PILE DRIVER AND HOISTING EQUIPMENT)											
OILERS (GROUP 1)	08/22/17	06/30/18 **	45,350	11,450	9,650	F 3,550	1,000	0,390	71,39	²² 94,07	116,74
LIGHT EQUIPMENT (GROUP 8)	08/22/17	06/30/18 **	47,180	11,450	9,650	F 3,550	1,000	0,390	73,22	²² 96,81	120,40
MEDIUM EQUIPMENT (GROUP 9)	08/22/17	06/30/18 **	47,350	11,450	9,650	F 3,550	1,000	0,390	73,39	²² 97,07	120,74
CRANE OR SHOVEL (GROUP 10)	08/22/17	06/30/18 **	48,350	11,450	9,650	F 3,550	1,000	0,390	74,39	²² 98,57	122,74

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					HEALTH AND WELFARE	PENSION	VACATION/HOLIDAY	TRAINING AND/OR OTHER	OTHER PAYMENTS		DAILY / SATURDAY	SUNDAY / HOLIDAY
#	MASTER MECHANICS (GROUP 11) FIELD SURVEYOR:	08/22/17	06/30/15 **	49,350	11,450	9,650	F 3,550	1,000	0,390	75,39	*22 100,07	124,74
T	CHIEF OF PARTY (018,167-010)	02/22/18	09/30/18 **	48,860	11,450	9,650	F 4,620	1,100	0,150	75,83	P 100,26	124,69
T	INSTRUMENTMAN (018,167-034)	02/22/18	09/30/18 **	46,360	11,450	9,650	F 4,450	1,100	0,150	73,16	P 96,34	119,52
T	CHAINMAN/RODMAN (869,567-010)	02/22/18	09/30/18 **	45,780	11,450	9,650	F 4,400	1,100	0,150	72,53	P 95,42	118,31
	FENCE BUILDER (CARPENTER)	08/22/17	06/30/18 *	37,290	7,100	4,660	5,000	0,570	0,210	54,83	*23 73,48	92,12
#	GLAZIER	02/22/18	05/31/18 **	U 42,950	V 7,250	14,210	W -	0,770	0,630	65,81	X 86,29	106,76
	GUNITE WORKER (LABORER)											
	GROUND WIRE MAN, NOZZLEMAN, RODMAN	08/22/17	06/30/19 *	*8 41,080	7,120	7,000	F 5,100	-	0,090	60,39	*24 80,93	101,47
	GUNMAN	08/22/17	06/30/19 *	*8 40,130	7,120	7,000	F 5,100	-	0,090	59,44	*24 79,51	99,57
	REBOUNDMAN	08/22/17	06/30/19 *	*8 36,590	7,120	7,000	F 5,100	-	0,090	55,90	*24 74,20	92,49
#	IRON WORKER											
	IRON WORKER (ORNAMENTAL REINFORCING, STRUCTURAL)	02/22/18	05/31/18 **	37,000	9,550	13,320	F 4,000	0,720	2,865	67,46	*25 85,96	104,46
	FENCE ERECTOR	02/22/18	05/31/18 **	30,580	7,360	8,990	F 2,700	0,510	1,905	52,07	*25 67,36	82,65
	LABORER											
	LABORER, GROUP 1	08/22/17	07/31/18 *	33,190	7,120	7,530	F 4,590	0,690	0,610	53,73	*26 70,33	86,92
	LANDFILL WORKER (OPERATING ENGINEER)											
	MECHANIC	02/22/18	03/31/18 *	22,150	*7 4,210	1,050	1,780	0,060	*8 3,800	33,05	*27 44,13	55,20
	LEAD EQUIPMENT OPERATOR	02/22/18	03/31/18 *	20,150	*7 4,120	0,950	1,610	0,060	*8 3,440	30,33	*27 40,41	50,48
	LEAD TRUCK DRIVER/ EQUIPMENT OPERATOR	02/22/18	03/31/18 *	19,150	*7 4,070	0,900	1,520	0,060	*8 3,260	28,96	*27 38,54	48,11
	TRUCK DRIVER- END DUMP/ WALKING FLOOR/ LOW BED	02/22/18	03/31/18 *	18,150	*7 4,020	0,850	1,440	0,060	*8 3,080	27,60	*27 36,68	45,75
	TRUCK DRIVER- ROLL OFF/ TRANSFER STATION LOADER OPERATOR/ MAINTENANCE/ FUELER/ MECHANIC HELPER	02/22/18	03/31/18 *	17,150	*7 3,980	0,800	1,350	0,060	*8 2,900	26,24	*27 34,82	43,39
	SCALE HOUSE	02/22/18	03/31/18 *	16,150	*7 3,930	0,750	1,270	0,060	*8 2,720	24,88	*27 32,96	41,03
	LOAD CHECKER/WATER TRUCK DRIVER/PARTS RUNNER	02/22/18	03/31/18 *	11,150	*7 3,700	0,500	0,850	0,060	*8 1,810	18,07	*27 23,65	29,22
	LABORER	02/22/18	03/31/18 *	11,000	*7 3,610	0,400	0,680	0,060	*8 1,450	17,20	*27 22,70	28,20
#	LANDSCAPE/IRRIGATION LABORER/TENDER											
	LANDSCAPE/IRRIGATION LABORER	08/22/17	07/31/18 *	31,380	7,120	7,530	F 4,590	0,690	0,480	51,79	*28 67,48	83,17
*33	LANDSCAPE/IRRIGATION TENDER	08/22/17	07/31/18 *	14,210	2,250	1,000	F 1,270	-	0,210	18,94	*28 26,05	33,15
#	LANDSCAPE OPERATING ENGINEER											
	BACKHOE OPERATORS, FORKLIFTS- TREE PLANTING EQUIPMENT (JOB SITE), HDR WELDER- LANDSCAPE, IRRIGATION, OPERATING ENGINEERS' EQUIPMENT, ROLLER OPERATORS, TRENCHER-31 HORSEPOWER AND UP	02/22/18	10/31/18 **	37,110	11,450	9,650	F 3,550	1,000	0,150	62,91	*28 81,47	*29 100,02 / 137,13
#	OPERATING ENGINEER											
	GROUP 3: BOBCAT OR SIMILAR TYPE (SKID STEER OPERATOR)	08/22/17	06/30/18 **	45,070	11,450	9,650	F 3,550	1,000	0,390	71,11	*28 93,65	116,18

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					HEALTH AND WELFARE	PENSION	VACATION/HOLIDAY	TRAINING AND/OR OTHER	OTHER PAYMENTS		DAILY / SATURDAY	SUNDAY / HOLIDAY
	GROUP 4: BACKHOE OPERATOR OR SIMILAR TYPE	08/22/17	06/30/18 **	46,560	11,450	9,650	F 3,550	1,000	0,390	72.60	*28 95.88	119.16
#	MARBLE FINISHER	08/22/17	05/31/18 **	Y 30,930	9,250	2,830	-	0,870	0,330	44.21	Z 59.88	AB 75.14
#	PAINTER:											
AC	PAINTER, LEAD ABATEMENT	02/22/18	06/30/18 **	L 31,120	8,450	3,040	2,050	0,600	0,910	46.17	AD 61.73	AD 61.73
AC	REPAINT PAINTER, LEAD ABATEMENT	02/22/18	06/30/18 **	L 27,590	8,450	3,040	1,990	0,600	0,910	42.58	AE 56.38	AE 56.38
#	PARKING AND HIGHWAY IMPROVEMENT (STRIPING, SLURRY AND SEAL COAT)											
	GROUP 1: PROTECTIVE COATING, PAVEMENT SEALING, GARSTOPS INSTALLATION, TRAFFIC CONTROL PERSON & SERVICEMAN, ASPHALT REPAIR, EQUIPMENT REPAIR	08/22/17	06/30/18 *	35,860	7,120	4,480	F 4,830	1,310	0,500	*36 54.10	*37 72.03	*37 89.96
	GROUP 2: TRAFFIC SURFACE ABRASIVE BLASTER, POT TENDER, TRAFFIC CONTROL PERSON/ CERTIFIED TRAFFIC CONTROL PERSON, CRACKS REPAIR AND FILLING AND SURFACE CLEANING ON STREET, SLURRY SEAL FINISHER	08/22/17	06/30/18 *	37,160	7,120	4,480	F 4,830	1,310	0,500	*36 55.40	*37 73.98	*37 92.56
	GROUP 3: TRAFFIC DELINEATING DEVICE APPLICATOR, TRAFFIC PROTECTIVE SYSTEM INSTALLER, PAVEMENT MARKING APPLICATOR, SLURRY SEAL APPLICATOR OPERATOR, SHUTTLEMAN	08/22/17	06/30/18 *	39,170	7,120	4,480	F 4,830	1,310	0,500	*36 57.41	*37 77.00	*37 96.58
	GROUP 4: TRAFFIC STRIPING APPLICATOR, SLURRY SEAL MIXER OPERATOR, POWER BROOM SWEEPER	08/22/17	06/30/18 *	40,910	7,120	4,480	F 4,830	1,310	0,500	*36 59.15	*37 79.61	*37 100.06
#	PLASTERER	08/22/17	07/31/18 *	35,610	9,130	4,590	AG 5,650	0,730	0,990	AH 56.70	AD 74.51	92.31
#	PLASTER TENDER	08/22/17	08/07/18 *	35,050	7,120	6,930	AG 5,120	1,020	0,960	56.20	AK 73.73	91.25
	PLASTER CLEANUP LABORER	08/22/17	08/07/18 *	32,500	7,120	6,930	AG 5,120	1,020	0,960	53.65	AK 69.90	86.15
#	PLUMBER:											
	PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER	02/22/18	08/31/18 **	AM 49,280	8,160	AN 11,500	AO -	1,950	AP 1,250	72.14	D 95.93	118.10
	SEWER AND STORM DRAIN PIPELAYER	02/22/18	08/31/18 **	AM 36,390	8,050	AN 8,850	AO -	1,680	AP 1,250	56.02	AQ 73.37	90.10
AR	SEWER AND STORM DRAIN PIPE TRADESMAN	08/22/17	08/31/18 **	AM 18,130	8,050	0,380	-	1,110	AP 1,100	28.77	AQ 36.98	45.20
	LANDSCAPE/IRRIGATION FITTER	02/22/18	08/31/18 **	Y 32,300	8,160	AN 11,500	AO -	1,340	AP 1,050	AQ 54.35	70.50	85.30
AS	LANDSCAPE/ IRRIGATION TRADESMEN	08/22/17	08/31/18 **	Y 14,110	3,000	AN 0,880	-	0,100	AP 0,850	AQ 18.94	26.00	33.05
	REFRIGERATION SERVICE AND REPAIR (HVACR)	02/22/18	09/02/18 **	G 45,500	10,620	AT 8,840	R -	2,200	AU 0,600	67.76	AV 90.51	AB 112.11
	REFRIGERATION SERVICE AND REPAIR TRADESMAN (HVACR)	02/22/18	09/02/18 **	G 12,900	10,620	1,400	R -	1,400	AU 0,480	26.80	AV 33.25	AB 39.25
AV	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	02/22/18	08/31/18 **	42,260	9,570	14,900	R -	1,450	AZ 0,300	68.48	BA 89.61	110.74

UPDATED 03-05-18

	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE (A)	FRINGE BENEFITS (B)					STRAIGHT TIME HOURLY RATE (A+B)	OVER TIME HOURLY RATE	
					HEALTH AND WELFARE	PENSION	VACATION/HOLIDAY	TRAINING AND/OR OTHER	OTHER PAYMENTS		DAILY / SATURDAY	SUNDAY / HOLIDAY
#	ROOFER	08/22/17	07/31/18 **	BB 37,070	8,060	BC 7,570	BD -	0,510	BE 0,630	53.84	D 70.50	87.16
	PITCH WORK	08/22/17	07/31/18 **	BB 38,820	8,060	BC 7,570	BD -	0,510	BE 0,630	55.59	D 73.13	90.66
	PREPARER	08/22/17	07/31/18 **	BB 38,070	8,060	BC 7,570	BD -	0,510	BE 0,630	54.84	D 72.00	89.16
#	SHEET METAL WORKER (HVAC)	08/22/17	06/30/18 **	L 42,780	10,370	BG 16,790	-	0,820	0,650	71.41	BH 92.80	114.19
#	TERRAZZO WORKER	08/22/17	08/31/18 **	G 36,750	9,250	3,860	R -	0,710	0,260	AQ 50.83	Z 69.21	AB 87.58
#	TERRAZZO FINISHER	08/22/17	08/31/18 **	G 29,750	8,750	3,530	R -	0,630	0,260	AQ 42.92	Z 57.80	AB 72.67
#	TILE FINISHER	08/22/17	05/31/18 **	Y 25,980	8,430	2,000	-	0,800	0,280	37.49	Z 50.48	AB 63.47
#	TILE LAYER	08/22/17	05/31/18 **	Y 37,760	9,250	6,140	-	0,980	0,370	54.50	Z 73.38	AB 92.26



CHECKLIST OF MANDATORY BID FORMS

(For Bidder's use and reference only. Additional documents may be required so bidders should carefully review all Bid Documents and Bid Documents).

- BID FORM**
- DESIGNATION OF SUBCONTRACTORS FORM**
- WORKERS' COMPENSATION CERTIFICATION FORM**
- NON-COLLUSION DECLARATION FORM**
- BID SECURITY (BOND) FORM**



BID FORM

**RFB No. 02-1819
Interior Light Fixture Replacement, District-Wide**

**Bids Due:
November 8, 2018 at 2:00pm**

Contractor/Company
Name: _____

Principal Name/Title: _____

Address: _____

Telephone: () _____

Contact E-mail: _____

TO: Long Beach Unified District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Bid Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of **RFB 02-1819 - Interior Light Fixture Replacement, District-Wide** in the District described above, all in strict conformance with the drawings and other Bid Documents on file at the Purchasing & Contracts Branch of said District for amounts set forth herein.

2. Bidder Acknowledges the Following Addendum:

Number _____ Number _____
Number _____ Number _____

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

3. Bid Schedule:

Bidders will provide their Overhead & Profit (O&P) Percentages (B). District will perform the calculations for the Total Project Costs at the time of bid opening:

BID FORM						
Item	Contractor's Cost (O&P not included)		Contractor's O&P (%)		Total Contractor's O&P (\$)	TOTAL (Including O&P)
	A		B		C	A + C
Labor**	\$28,074.98	x	%	=	\$	\$
Materials	\$96,140.00	x	%	=	\$	\$
Equipment	\$3,850.00	x	%	=	\$	\$
Subcontractors	\$9,900.00	x	%	=	\$	\$
Total Projected Scenario Cost						\$

****Bid Bond (Security) to be 10% of \$6,500,000 (proposed contract amount).**

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

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

If the Contractor believes that a postponement will cause a hardship to it, the Contractor may terminate the contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder, if applicable.

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

6. Attached is bid security in the amount of not less than ten percent (10%) of the bid: Bid bond (10% of the Bid), certified check, or cashier's check (circle one)
7. The required List of Designated Subcontractors is attached hereto.
8. The required Non-Collusion Declaration is attached hereto.
9. The Substitution Request Form, if applicable, is attached hereto.
10. It is understood and agreed that if written notice of the acceptance of this bid is mailed or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the District the Performance Bond (if applicable) and Payment Bond, all within ten (10) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Bid Documents.
11. The names of all persons interested in the foregoing proposal as principals are as follows:

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

12. Protest Procedures: If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.
13. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: _____

License Expiration Date: _____

Name on License: _____

Class of License: _____

DIR Registration Number: _____

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

14. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the



DESIGNATION OF SUBCONTRACTORS

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

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

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

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

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

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

DESIGNATION OF SUBCONTRACTORS

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

<u>Portion of Work (Trade)</u>	<u>Subcontractor Name</u>	<u>Location of Business (City, State)</u>	<u>Contractor License Number</u>	<u>DIR Registration Number</u>	<u>O&P Markup on Laborer* (%)</u>	<u>O&P Markup on Materials* (%)</u>	<u>O&P Markup on Equipment* (%)</u>
Asbestos & Lead abatement/stabilization (limited to the areas for performing tasks, related to categories below)							
Carpentry							
Cement Mason							
Drywall							
Electrical							
Low Voltage Systems							
Painting							
Plastering							
Roofing							
Sheet Metal							

*O&P refer to each subcontractor's Overhead and Profit. The bidder's O&P markup percentages from the bid form will apply to O&P related cells in this form if the bidder leaves O&P related cells blank in this form, or substitute any subcontractor and / or hire a new subcontractor after award of the contract. NOTE: The O&P% markup for subcontractors are for informational purposes only, they will have NO effect on award.

Proper Name of Bidder:

Name:

Signature of Bidder
Representative:

Address:

Phone:

DESIGNATION OF SUBCONTRACTORS

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

<u>Portion of Work (Trade)</u>	<u>Subcontractor Name</u>	<u>Location of Business (City, State)</u>	<u>Contractor License Number</u>	<u>DIR Registration Number</u>	<u>O&P Markup on Laborer* (%)</u>	<u>O&P Markup on Materials* (%)</u>	<u>O&P Markup on Equipment* (%)</u>

*O&P refer to each subcontractor's Overhead and Profit. The bidder's O&P markup percentages from the bid form will apply to O&P related cells in this form if the bidder leaves O&P related cells blank in this form, or substitute any subcontractor and / or hire a new subcontractor after award of the contract. NOTE: The O&P% markup for subcontractors are for informational purposes only, they will have NO effect on award.

Proper Name of Bidder: _____
 Name: _____
 Signature of Bidder _____
 Representative: _____
 Address: _____
 Phone: _____



WORKERS' COMPENSATION CERTIFICATION FORM

Labor Code section 3700 in relevant part provides:

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

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

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

(Signature)

(Print)

(Date)

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



NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____
Title Contractor Name/Company

the party making the foregoing bid.

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

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

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

_____, at _____, _____
Date City State

Print Name

Signature



BID BOND

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and _____ (hereafter called "Surety"), are hereby held and firmly bound unto the Long Beach Unified District (hereafter called "District") in the sum

of _____ Dollars

(\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in reference to _____
(Bid No.) _____ (Bid Name)

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within ten (10) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

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

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

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

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

(Corporate Seal)

Principal's Signature

Typed or Printed Name

Principal's Title

Company Name

(Corporate Seal)

Surety's Signature

Typed or Printed Name

Title

Surety's Name

Surety's Address

(Attached Attorney in Fact Certificate)

Surety's Phone Number

IMPORTANT:

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

Any claims under this bond may be addressed to:

Name

Address

Name and Address of agent or representative for service of process in California if different from above:

Name

Address

Telephone Number and E-Mail of Surety and agent or representative for service of process in California:

()

Telephone

E-Mail