



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · [www.arusd.org](http://www.arusd.org)

## ADDENDUM 1 FOR RFQ/RFP NO. B2223-BONDS40

### APTITUD COMMUNITY ACADEMY AT GOSS PAVING AND EXTERIOR IMPROVEMENTS TO SHEPPARD

**Q1:** “We hold a 'C-12' license, which covers the primary tasks of this project. Could our 'C-12' license be considered in lieu of the 'A' license for this bid?”

**A1:** Yes, a C-12 license will be considered as well as an A license.

DOCUMENT 00 11 16 NOTICE TO BIDDERS paragraph 3 is hereby modified to read as follows:  
*“To bid on this Project, the Bidder is required to possess one or more of the following State of California contractors’ license(s): A or C-12*

*The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.”*

DOCUMENT 00 41 13 BID FORM AND PROPOSAL paragraph 10 is hereby modified to read as follows:  
*“Bidder acknowledges that the license required for performance of the Work is a A or C-12 license.”*

DOCUMENT 00 52 13 AGREEMENT paragraph 13 is hereby modified to read as follows:  
**“Classification of Contractor’s License:** *Contractor hereby acknowledges that it currently holds valid Type A or C-12 Contractor's license(s) issued by the State of California, Contractors’ State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.”*

**Q2:** Confirm DVBE requirement? We should have 2 weeks from pre bid meeting to the bid date to fulfill advertisement requirements for DVBE.

**A2:** The DVBE requirement is communicated in document 00 11 16 NOTICE TO BIDDERS paragraph 12; issued day one. The scope elements and project manual were made available the same day. The purpose of the pre-bid meeting is to discuss any errors/omission, access, and/or constraints.

**Q3:** Clarify Scope on Base Bid. EDU-1 only calls out asphalt replacement, not the base course. Confirm Section is 3 over 10

**A3:** Bid for complete replacement of the Asphalt Concrete and Aggregate Base. Confirmed per Detail 8, Sheet D-1.

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Hilaria Bauer, Ph.D., Superintendent

Board of Trustees: Minh Pham, President · Corina Herrera-Loera, Vice-President ·  
Andrés Quintero, Clerk · Andrea Flores Shelton, Member · Linda Chavez, Member

The expectation of best practices are:

- Identify the reason for pavement failure (if possible) and excavate the old asphalt using a machine
- Remove and replace the gravel base underneath the asphalt if necessary and re-grade and compact it
- Install a binder and surface course of new asphalt mix or material of choice
- Create butt joints and transitions to connect the new pavement with the existing one

It is suspected, due to age, that the base has failures:

As we cannot assess the condition of the gravel base until A.C. removal, the assumption for cost must be that it all requires replacement. If, in the expert opinion of the qualified contractor, the base does not require replacement, then that option can be recommended, and a deductive Change Order issued. This follows with providing the best value to the public.

**Q4:** Can we substitute Base rock with Chemical treatment for the existing subgrade? (Lime/Cement Treat). Since you have a soils report being generated already, This would save time as it would be a 1-2 day operation to treat.

**A4:** Bid for complete replacement of the Asphalt Concrete and Aggregate Base. As stated above; if in the expert opinion of the qualified contractor, the base does not require replacement (in this case, being treated), then that option can be recommended, and a deductive Change Order issued. This follows with providing the best value to the public.

**Q5:** Is the Firelane to have a different section of asphalt through it?

**A5:** No, the fire lane indication is for demonstration of clearances only.

**Q6:** Clarify Equipment needing to be replaced? (Volleyball/Tetherball)

**A6:** The volleyball posts are indicated for replacement (Task 1, Sheet EDU-1) and layout change (see EDU-5). The tetherball poles are to be retained (if possible). If the contractor recommends replacement or does not believe they can be retained, then please provide an additive alternate to replace them.

**Q7:** Clarify if Colored court is to go back in kind. Specify Material to be used if so.

**A7:** The colored portion of the Court is not being replaced at this time, just the striping layout. If the contractor has a recommended material and would like to offer this service, please provide an additive alternate.

**Q8:** South Parking Lot, Clarify if ADA is to be put back compliant.

**A8:** The South Parking Lot (Task 9) is a surface replacement-in-kind only under IR-A-22. Existing conditions and grades are to be maintained.

**Q9:** Document 00 41 13 BID FORM AND PROPOSAL, Unit Prices Item No. 1 description states, "New AC Paving 3" A.C. over 9" Class II AB". Detail 8, Sheet D-1, indicates 3" A.C. over 10" Class II AB.

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Hilaria Bauer, Ph.D., Superintendent

Should the unit pricing be 9" or 10" AB?

**A9: The unit price item is an error.**

DOCUMENT 00 41 13 BID FORM AND PROPOSAL Unit Prices Item No. 1 Description is hereby modified to read as follows

*"New A.C. Paving 3" A.C. over 10" Class II AB"*

Revised BID DOCUMENTS with the above modifications are attached.

**Please submit a signed copy of this addendum with your RFQ/P response.**

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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Hilaria Bauer, Ph.D., Superintendent

Board of Trustees: Minh Pham, President · Corina Herrera-Loera, Vice-President ·  
Andrés Quintero, Clerk · Andrea Flores Shelton, Member · Linda Chavez, Member

**NOTICE TO BIDDERS**

1. Notice is hereby given that the governing board ("Board") of the Alum Rock Union School District ("District") will receive sealed bids for the following project, Bid No. **B2223-Bonds40** ("Project" or "Contract"):

**APTITUD COMMUNITY ACADEMY AT GOSS PAVING AND EXTERIOR IMPROVEMENTS TO SHEPPARD**

2. The Project consists of:

**Paving and exterior site work at Aptitud Community Academy at Goss. Additive Alternate paving and exterior site work at William Sheppard Middle School See Exhibit A for Task List**

3. To bid on this Project, the Bidder is required to possess one or more of the following State of California contractors' license(s): **A, C-12**

The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

4. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.

5. Contract Documents will be available on **June 23<sup>rd</sup>, 2023** for review at the District Facilities Office, and may be downloaded from the District's website, <https://www.arusd.org/district/departments/business-services/purchasing/bids>. In addition, Contract Documents are available for bidders' review at the following builders' exchanges:

A. Builder's Exchange of Santa Clara County (408) 727-4000

6. Sealed bids will be received until **2:00 p.m. on July 11<sup>th</sup>, 2023** at the District Facilities Office, 2930 Gay Avenue, San Jose, California 95127 at or after which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.

7. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.

8. A bid bond by an admitted surety insurer on the form provided by the District a cashier's check or a certified check, drawn to the order of the Alum Rock Union School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.

9. A mandatory pre-bid conference and site visit will be held at **2:30 p.m. on June 29, 2023 at APTITUD AT GOSS, 2475 Van Winkle Ln San Jose, CA.** All participants are required to sign in front of the Kindergarten/Administration Building. The site visit is expected to take approximately Failure to attend or tardiness will render bid ineligible.
10. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the Contract for the Work.
11. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
12. The successful bidder will be required to certify that it either meets the Disabled Veteran Business Enterprise ("DVBE") goal of three percent (3%) participation or made a good faith effort to solicit DVBE participation in this Contract if it is awarded the Contract for the Work.
13. The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <<http://www.dir.ca.gov>>.
14. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.
15. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:
  - A. The base bid amount only.
16. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT

**RFQ/P SCHEDULE**

1. The District intends to follow the schedule set forth below for the review and selection process. The District reserves the right to modify this schedule at any time during the RFQ/P schedule.

EVENT	TIME, DATE
Deadline for written questions regarding RFQ/P	2:00p.m. July 5, 2023
Deadline for District's response to written questions timely submitted. <b>Responses posted on District website via Addenda</b>	2:00p.m. July 7, 2023
Proposals Due	2:00p.m. July 11, 2023
Post Bid Interview	2:00p.m. July 13, 2023
Selection of Firm	TBD, July 21, 2023

**Note: The above dates and times are subject to change at the discretion of the District**

2. **Questions.** Questions regarding this RFQ/P must be in writing and directed to **Seth Kalkman, Construction Manager** at **Seth.Kalkman@sixthdimensionpm.com**. Questions that are not submitted in writing or as directed herein will not be answered. Firms with questions or comments about this RFQ/P or the Project should not contact any other District representative, Board Member, consultant, or employee unless directed to do so by the District.
3. **RFQ/P Addenda.** The District reserves the right to revise any part of this RFQ/P, or to provide clarification or additional information. If the District issue any addenda to the RFQ/P, Firms are responsible for and must acknowledge receipt of addenda in the Firm's Proposal. Failure to acknowledge and response to any addenda issues by the District may, in the District's discretion, render the Firm's Proposal to be deemed non-responsive and may be rejected. Addenda will be posted on the District website at: <https://www.arusd.org/district/departments/business-services/purchasing/bids>

Thank you for your interest in working with the Alum Rock Union School District.

END OF DOCUMENT

**BID FORM AND PROPOSAL**

To: Governing Board of the Alum Rock Union School District ("District" or "Owner")

From: \_\_\_\_\_  
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. **B2223-Bonds40** the following project known as:

**APTITUDE COMMUNITY ACADEMY AT GOSS PAVING AND EXTERIOR IMPROVEMENTS TO SHEPPARD**

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

_____ dollars      \$ _____
<b><i>BASE BID</i></b>
<b><i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Contingency, Allowance(s), or Total Cost for Unit Prices</i></b>

**Additive/Deductive Alternates:**

**Alternate 1**

_____ dollars      \$ _____
Additive/Deductive
<b>See Exhibit A Task 2-7</b>

**Alternate 2**

_____ dollars	\$ _____
Additive/Deductive	
<b>See Exhibit A Task 8-9</b>	

**Alternate 3**

_____ dollars	\$ _____
Additive/Deductive	
<b>See Exhibit A Task 10-11</b>	

**Alternate \_\_\_\_\_**

_____ dollars	\$ _____
Additive/Deductive	
[description of scope]	

Contractor may use additional pages to suggest additive/deductive alternatives based on changes to means/methods.

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**Additional Detail Regarding Calculation of Base Bid**

1. **Unit Prices.** The Bidder’s Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
<u>1</u>	<u>New A.C. Paving 3" A.C. over 10" Class II AB</u>	<u>Sq.Ft.</u>	<u>1,000</u>	<u>\$ _____</u>	<u>\$ _____</u>
<u>2</u>	<u>New A.C. Paving 2" A.C. over 6" Class II AB</u>	<u>Sq.Ft.</u>	<u>500</u>	<u>\$ _____</u>	<u>\$ _____</u>
<u>3</u>	<u>Unit Pricing of Wheel Stop Installed</u>	<u>Each</u>	<u>6</u>	<u>\$ _____</u>	<u>\$ _____</u>

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. **Allowance.** The Bidder’s Base Bid shall include the following Allowances for the Tasks/Work as noted here:

<b>Task/Work</b>	<b>Allowance Value</b>
017300 Underground Utility Survey	\$2,000
Total Allowance Value	\$2,000

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including Contractor’s overall project management and general conditions costs, overhead and fee, are deemed to be

included in the Base Bid, and are not subject to adjustment regardless of the actual amount of the Allowance Item.

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). Any unused Allowance or unused portion thereof shall be deducted from the Contract Price to the benefit of the District.

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
  - Bid Bond on the District's form or other security
  - Designated Subcontractors List
  - Site Visit Certification
  - Non-Collusion Declaration
  - Iran Contracting Act Certification

9. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

10. Bidder acknowledges that the license required for performance of the Work is a **A or C-12** license.
11. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
13. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract
14. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.
17. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
18. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further

certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Name of Bidder: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Taxpayer Identification No. of Bidder: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_ Web Page: \_\_\_\_\_

Contractor's License No(s): No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Public Works Contractor Registration No.: \_\_\_\_\_

END OF DOCUMENT

**AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_, by and between the Alum Rock Union School District ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

**APTITUD COMMUNITY ACADEMY AT GOSS PAVING AND EXTERIOR IMPROVEMENTS TO SHEPPARD**

("Project" or "Contract" or "Work")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In the case of a discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

4. **Time for Completion:** It is hereby understood and agreed that the Work under this Contract shall be completed **not later than August 11<sup>th</sup>, 2023.**
5. **Completion - Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.
6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of five-hundred dollars (\$500.00) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in completion of the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, and such deduction does not constitute a withholding or penalty. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause, as hereinafter specified, may extend the time of completion for a reasonable time as the District may grant, provided that Contractor has complied with the claims procedure of the Contract Documents. This provision does not exclude the recovery of damages by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.
8. **Limitation Of District Liability:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

9. **Insurance and Bonds:** Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.
10. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
11. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.
12. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
13. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type **A** or **C-12** Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
14. **Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.
15. **Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
16. **Labor Compliance Monitoring and Enforcement:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.

**17. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

\_\_\_\_\_ **Dollars**  
(\$ \_\_\_\_\_),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

**18. No Representations:** No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.

**19. Entire Agreement:** The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

**20. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

**21. Authority of Signatories:** Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original. For this Agreement, and for all Contract Documents requiring a signature, a facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Contract binding all the Parties hereto.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

**[CONTRACTOR NAME]**

**ALUM ROCK UNION SCHOOL DISTRICT**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT