

OCEANSIDE UNIFIED SCHOOL DISTRICT



**INVITATION FOR BID**

**BID # 2024-01-025B**

**Transportation Heavy Duty Scissor Lift**

OCEANSIDE UNIFIED SCHOOL DISTRICT  
2111 MISSION AVENUE  
OCEANSIDE, CA 92058  
(760) 966-4069

**MANDATORY SITE WALK:**

Tuesday August 1, 2023, at 09:00:00 AM

Oceanside Unified School District

Transportation Department

2070 Mission Ave, Oceanside, CA, 92058

(Driver's License or ID Required to check-in at School Site)

## **INVITATION FOR BID**

**NOTICE IS HEREBY GIVEN THAT THE OCEANSIDE UNIFIED SCHOOL DISTRICT (OUSD)** of San Diego County, California, acting by and through its Governing Board, is inviting bids from qualified bidder to Provide and Install a Heavy-Duty Drive-On Vehicle Lift.

### **BID # 2024-01-025B Transportation Heavy Duty Scissor Lift**

The Invitation For Bid (IFB) may be obtained from the Oceanside Unified School District, 2111 Mission Avenue, Oceanside, CA 92058, or may be downloaded from the District's website at: <https://www.oside.us>. It is the Bidder's responsibility to check the website for notification of clarification and/or responses to questions and addendum. Questions regarding this IFB shall be directed in writing to Alex Bryson via email at [alexander.bryson@oside.us](mailto:alexander.bryson@oside.us) no later than 2 p.m. on August 8, 2023. Responses to questions or clarifications will be posted on the above website by August 11, 2023, by 3 p.m.

Sealed qualified bids must be received in the Oceanside Unified School District, 2111 Mission Avenue, Oceanside, CA 92058, up to but no later than:

**2 p.m. on Friday August 18, 2023.**

The Oceanside Unified School District (OUSD) reserves the right to reject any or all qualified bids, to accept or to reject any one or more items of a bid, or to waive any irregularities or informalities in the qualified bids or in the bidding.

Dated this day July 18, 2023

Publication Dates: July 18, 2023, July 25, 2023

**NOTICE REGARDING DISCLOSURE**  
**OF**  
**CONTENTS OF DOCUMENT**

All responses to this Invitation For Bid (IFB) accepted by the Oceanside Unified School District (District) shall become the exclusive property of the District. Upon opening, all qualified bids accepted by the District shall become a matter of public record and shall be regarded as public information, with the exception of those elements of each bid which are identified by the preparers as business or trade secrets and plainly marked as “trade secret,” “confidential” or “proprietary.” Each element of a bid that an applicant desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the District in any way whatsoever. If disclosure is required under the California Public Records Act or otherwise by law (despite the preparer’s request for confidentiality), the District shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

**BID # 2024-01-025B**  
**Transportation Heavy Duty Scissor Lift**

**INTRODUCTION**

The Oceanside Unified School District (District) is soliciting bids for qualified firms to Provide and Install a Heavy-Duty Drive-On Vehicle Lift to meet the needs of the Transportation Department. This IFB describes the background and services needed, the selection process and the minimum information that must be included when responding to this IFB.

**A. Bid Submittal Due Date**

Complete responses to this IFB must be submitted by mail or hand delivery, received no later than **August 18, 2023, at 2 p.m.** at the address listed below.

Mark envelopes containing bid “**BID # 2024-01-025B Transportation Heavy Duty Scissor Lift**” and submit to:

Oceanside Unified School District  
Fiscal Services  
2111 Mission Avenue  
Oceanside, CA 92058  
Attn: Alex Bryson – Purchasing Manager

In order to control information disseminated regarding this Invitation For Bid, interested Firms are directed not to make personal contact with members of the School Board and/or District Administration/Representatives with the exception of the individual listed in this IFB.

All questions must be submitted in writing via email to [alexander.bryson@oside.us](mailto:alexander.bryson@oside.us) no later than 2:00 p.m. Tuesday August 8, 2023. Responses to questions will be posted on the District's website at <https://www.oside.us> no later than 3:00 p.m. Friday August 11, 2023.

Incomplete submittals, incorrect information, or late submittals may be cause for immediate disqualification. Issuance of this IFB does not commit District to award a contract, or to pay any costs incurred in the preparation of a response to this invitation. District reserves the right to request additional information or clarification during the evaluation process. District retains the right to reject any or all submittals. All respondents should note that the execution of any contract pursuant to this IFB is dependent upon the approval of the Oceanside Unified School District in its sole discretion.

## **VENDOR RESPONSE**

A contract will be awarded to the lowest responsible bidder for furnishing as required the items and/or services specified in this bid form to the Oceanside Unified School District.

The bid shall be submitted, sealed in an envelope showing the bid number and date of opening. The bid shall be delivered to the Fiscal Services Purchasing Department, Building A at 2111 Mission Avenue, Oceanside, CA 92058.

### **BACKGROUND AND PROJECT DESCRIPTION**

#### **A. Background and Project Description**

The Oceanside Unified School District proudly serves approximately 20,000 students and their families. The District covers approximately 66 square miles in the northwest quadrant of San Diego County.

The District is requesting that qualified and experienced firms submit bids to Provide and Install a Heavy-Duty Drive-On Vehicle Lift to meet the needs of the Transportation Department.

#### **B. Specifications**

The purpose of this Invitation For Bid (IFB) is to solicit bids from qualified school and office furniture firms to provide the Oceanside Unified School District (referenced in this document as the “District”) with the Provision and Install of a Heavy-Duty Floor Mounted Vehicle Scissor Lift with 10’ Drive on Ramps and Hot Dip Galvanized Wash Bay Kit.

#### **Project Term**

The term for the contract awarded pursuant to this Invitation for Bid (IFB) shall be for a period effective from the date of contract execution and extending until completion of the project as detailed herein. OUSD, at its sole discretion, may choose to amend any ensuing contract for additional work.

This project will need to commence once the awarded vendor has been identified and be completed by a designated date.

## **SUBMITTAL FORMAT AND CONTENT**

### **A. General**

The bid should show that the firm possesses the demonstrated skill and professional experience and qualifications to provide the material and services requested. Interested Firms must possess the required certifications, licenses, and qualifications required to design, furnish and install equipment.

### **B. Contents**

Bids must contain sufficient detail to enable the District to determine the merits of the Firm. Bids should address all elements requested below.

**BID FORMAT:** Bids can be provided in any format desired by bidder but must include price sheet clearly indicating prices required in IFB and lead times, Bids must be submitted as indicated in the Invitation For Bid. Bids may be submitted in writing only to the Oceanside USD Fiscal Services Purchasing Office attention Alex Bryson in person or by mail.

### **NO ORAL OR FACSIMILE OR EMAIL BIDS WILL BE ACCEPTED.**

**CONFORMANCE TO BID REQUIREMENTS:** Bids must conform to the requirements of the Invitation For Bid. Unless otherwise specified, all items in the bid must be new, unused and not remanufactured in any way. Bid prices must be for the unit indicated on the Price Sheet. Bid prices must also reflect consideration of all terms and conditions contained in the Invitation For Bid. Failure to comply with all requirements may result in bid rejection.

**ADDENDA:** Only documents issued as addenda by the Oceanside USD Purchasing Department serve to change the IFB in any way. No other direction received by the bidder, written or verbal, serves to change the IFB document. **NOTE: IF YOU HAVE SUBMITTED A BID, YOU SHOULD CONSULT THE OCEANSIDE USD WEBSITE TO ASSURE THAT YOU HAVE NOT MISSED ANY ADDENDA ANNOUNCEMENTS. BIDDER'S ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDA ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL BID. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE BIDDER'S BID NON-RESPONSIVE, WHICH MAY CAUSE THE BIDDER'S BID TO BE REJECTED.**

**PRODUCT IDENTIFICATION:** Bidder's must clearly identify all products used for proposing in the Price Sheet. OUSD reserves the right to reject any bid when the product information submitted with the bid is incomplete.

**FOB DESTINATION:** Unless specifically allowed in the IFB, **BID PRICE MUST BE F.O.B. DESTINATION** with all transportation and handling charges paid by the bidder.

**DELIVERY:** Delivery time must be shown in number of calendar days after receipt of order.

**DEVIATIONS:** Any deviation from bid specifications, terms and conditions may result in bid rejection.

**SIGNATURE ON BIDS:** The Bidder's Certifications must be signed in ink by an authorized representative of the bidder. Signature on this document certifies that the bid is made without connection with any person, firm or corporation making a bid for the same goods and/or services and is in all respects fair and without collusion or fraud.

Signature on this document also certifies that the bidder has read, fully understands, and agrees to be bound by the Invitation For Bid, which includes the OUSD procurement policies, Instructions to bidders, Standard Contract Provisions, and all Attachments and Addenda to the Invitation For Bid. No consideration will be given to any claim resulting from proposing without comprehending all requirements of the Invitation For Bid.

**BID WITHDRAWALS:** Bids may be withdrawn in writing on company letterhead signed by an authorized representative and received by the OUSD Service Center prior to bid closing time. Bids may also be withdrawn in person before bid closing time upon presentation of appropriate identification.

**CANCELLATION:** OUSD reserves the right to cancel or postpone this IFB at any time or to award no contract and to do so for any reason.

**PROTEST OF BID SPECIFICATIONS AND REQUESTS FOR CLARIFICATION:**

A bidder who believes bid specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the OUSD representative identified below. A bidder who does not understand the bid specifications may also submit a request for clarification, in writing, to the OUSD representative identified below. To be considered, protests and requests for clarification should be submitted via email or in person to the OUSD representative identified below, and they must be received by the OUSD representative at least five days before the bid closing date unless otherwise specified in the bid document.

No information obtained in any conversation with any OUSD personnel will serve to change the requirements of the IFB.

The purpose of the period for protests and requests for clarification is to permit OUSD to correct specifications, prior to the opening of bids. This period allows OUSD to make needed corrections through the issuance of addenda, prior to the opening of bids. OUSD will consider all properly made protests and requests for clarification, and, if appropriate, amend the IFB.

Protests or requests for clarification submitted to anyone other than the OUSD representative listed below may not be considered. OUSD is not responsible for any protests or requests that are not submitted by the due date and time specified in the Schedule of Events.

Submit Requests for Clarification to:

Oceanside Unified School District  
2111 Mission Ave.  
Oceanside, CA 92058  
E-Mail alexander.bryson@oside.us  
Voice : 760-966-4042



**REQUIRED SUBMITTALS:** It is the bidder's sole responsibility to submit information in fulfillment of the requirements of this Invitation for Bid. If pertinent information or required submittals are not included within the bid, it may cause the bid to be rejected or have an adverse impact on evaluation.

**BID SUBMISSION:** Bids must be submitted to the OUSD Purchasing Department in a sealed envelope marked with BID #2024-01-025B and submitted via mail or hand delivery prior to the due date and time. No oral or telephone quotes will be accepted.

- 1. Cover Letter:** Firm's complete name, business address, telephone number, email address, and the name and contact information, including email address of the individual the District should contact regarding this qualification's bid. Include the signature(s) of the company officer(s) empowered to bind the Firm, with the title of each (e.g., president, general partner). Generally, this can be a part of the front page or cover letter of the bid.
- 2. Fee Bid.**

The District will not pay for services before it receives them. Therefore, do not propose contract terms that call for up-front payments or deposits. The District reimburses direct expenses only at actual cost.

- 3. Litigation/Arbitration/Termination (Limit: 1 page):** If the Firm or any designated project team member has been a party to any litigation, mediation, arbitration related to a prior project in the past ten (10) or has been terminated for cause in any project in the past ten (10) years, describe each event in detail and indicate the final results.

## **PRE-SUBMITTAL ACTIVITIES**

### **A. Questions Concerning Invitation for Bid**

All questions, interpretations or clarifications, either administrative or technical must be requested in writing via email by 2 p.m. on Tuesday August 8, and directed to:

Oceanside Unified School District  
2111 Mission Avenue  
Oceanside, CA 92058  
Attn: Alex Bryson  
Email: [alexander.bryson@oside.us](mailto:alexander.bryson@oside.us)

### **B. Revision to the Invitation For Bid**

The District reserves the right to revise the IFB until the date specified in the Schedule of Events. The District expressly reserves the right to alter the Schedule of Events.

## **EVALUATION OF BIDS**

Bids will be evaluated on price comparison, lead time, proposed fees, install/delivery of product and quality of product.

The District shall rank the bids, with the top-ranking going to the bid deemed most advantageous to the District. The District will award a contract to the Firm or Firms with the most advantageous bid based on this evaluation. The District may, at its sole discretion, award to a Firm based on their bid alone without further consideration.

## **Evaluation Criteria**

**EVALUATION PROCESS:** Bids will be awarded based upon the evaluation criteria in the Invitation for Bid and in applicable OUSD Policies.

Ordinarily, bids will be evaluated to identify the "lowest responsive responsible bidder." The "lowest responsive responsible bidder" is the lowest bidder who has substantially complied with all requirements of the Invitation For Bid and who can be expected to deliver promptly and perform reliably.

However, OUSD may engage in the Negotiations process or other processes identified in the applicable OUSD Policies to determine the contract award.

If a contract is awarded, OUSD will issue an Independent Contractor Agreement (ICA) that incorporates the IFB terms and conditions and Bidder's Bid Form with Price Sheet and Bidder's Certifications.

**NEGOTIATIONS:** OUSD may commence negotiations with the highest ranked bidder or commence simultaneous negotiations with all eligible bidders. OUSD may negotiate:

- a. The statement of work.
- b. The Contract price as it is affected by negotiating the statement of work; and
- c. Any other terms and conditions determined by OUSD in its sole discretion to be reasonably related to those expressly authorized for negotiation.

Terms and conditions within the sample contract that are unrelated to the statement of work or Contract price may be negotiated after award, but before legal review or execution of the Contract. If a successful contract cannot be negotiated in a timely manner after award, OUSD may conclude contract negotiations and rescind its award to that bidder and return to the most recent IFB stage to negotiate with another bidder for award.

## **CONTRACT AWARD**

The District reserves the right to make an award of contract or multiple awards of contracts for this work. The District may select a Firm or Firms based on the highest bid, or bids further discussion or interviews with other Firms.

## REJECTION AND WAIVER OF BIDS

This Invitation For Bid does not commit the District to award a contract or to pay any costs incurred in the preparation of a bid in response to this invitation.

The District reserves the right to accept or reject any or all bids received, to negotiate with qualified Firm(s) or cancel the invitation, and to waive any minor irregularities in the bid or bid process.

The District may require the Firm to submit additional data or information the District deems necessary to substantiate information presented by the Firm

## SECTION VIII. SCHEDULE OF EVENTS

The District anticipates the following timeline for the process of selecting a Firm and project development:

<b>Event</b>	<b>Dates</b>
Publish Bid Documents	July 18, 2023
<b>Site Visit at:</b> Oceanside Unified School District Transportation Department	2070 Mission Ave, Oceanside, CA, 92058  <b>August 1, 2023</b> <b>09:00:00AM</b>
Bids Due	August 18, 2023
Notice of potential award	August 21, 2023
District Ratifies Project Award at Board Meeting	August 22, 2023

Bidders Site Walk. Site Walk is mandatory and will be held on May 16, 2023, at 10:00:00 AM. The meeting location will start at Transportation Dept. 2070 Mission Ave, Oceanside, CA, 92058

**SECTION IX. GENERAL PROVISIONS**

**Insurance**

A selected Firm shall maintain insurance that is sufficient to protect the Firm’s business against all applicable risks, and such coverage shall meet, at a minimum, the District’s insurance requirements provide proof that your firm is capable of meeting the following insurance limits:

Automobile Liability	\$1,000,000
General Liability	\$2,000,000
Professional Liability	\$1,000,000
Workers Compensation	\$1,000,000

Insurance companies must be lawfully authorized to do business in California as admitted carriers, have an “A” policy holders rating and a financial size rating of at least Class VII in accordance with the most current Best’s Key Rating Guide, Property-Casualty.

Proof of insurance coverage must be provided for any consultant or subconsultant personnel.

**Non-Collusion**

By submittal and signing the bid, the Firm is certifying that the document is genuine and not a sham or collusive, and not made in the interest of any person not named and that the Firm has not induced or solicited others to submit a sham offer, or to refrain from proposing.

**Compliance with Laws and Regulations**

The Firm shall comply with federal, state and local laws, regulations, and industry standards. The Firm shall also comply with the Drug Free Workplace Act requirements of California Government Code Sec 8350 et. seq.

**Withdrawal of IFB**

The Bidder may withdraw its bid by submitting a written or email request signed by the Bidder’s authorized representative, prior to the time and date specified for bid submission to the District contact person identified in this IFB.

Bids may be withdrawn and resubmitted in the same manner if done so before the bid submission deadline. Withdrawal or modification offered in any other manner will not be considered.

### **Reservations**

The District reserves the right to cancel this IFB at any time prior to contract award without obligation in any manner for bid preparation, fee negotiation or other marketing costs associated with this IFB. The District further reserves the right not to contract for the services described in the IFB.

District may reject any or all bids and may waive any immaterial deviation(s) in a bid. District's waiver of an immaterial deviation shall in no way modify the IFB documents or excuse the Bidder from compliance with the other provisions of this IFB.

### **Confidentiality and Disposition of Bids**

Bids become the property of District and may be returned only at District's option and at the Bidder's expense. Information, excluding Bidder's financial information and proprietary information, as clearly marked by Bidder, contained therein shall become public documents subject to the Public Records Act. Bidder must notify the District in advance of any proprietary or confidential materials contained in the Bid and provide justification for not making such material public. The District shall have sole discretion to disclose or not disclose such material subject to any protective order which bidder may obtain.

### **Costs**

Costs of preparing response to this IFB are the sole responsibility of the respondent.

### **Fingerprinting and Drug-Free Policy**

The successful firm shall be required to complete any and all fingerprinting requirements and criminal background checks required by State law and shall also be required to complete a Drug-Free Workplace Certificate.

### **Non-Discrimination**

District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.

**IFB Certification**

I certify that I have read the attached **INVITATION FOR BID # 2024-01-025B, TRANSPORTATION HEAVY DUTY SCISSOR LIFT**, and the instructions for providing a bid and that I agree to all certifications made therein.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Type or Print Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Telephone**

\_\_\_\_\_  
**Email**

\_\_\_\_\_  
**Date**

If you are responding as a corporation, please provide your corporate seal here:

All materials submitted in response to this IFB shall become the property of the Oceanside Unified School District and may be subject to disclosure under the California Public Records Act (Gov. Code, §§ 6500, et seq.)

**Provide & Install Heavy Duty Floor Mounted Vehicle Scissor Lift  
with  
10' Drive on Ramps & Hot Dip Galvanized Wash Bay Kit**

**SCOPE OF WORK**

**Background:**

Oceanside Unified School District owns and maintains a total of 125 District vehicles in the transportation facility, which is located at 2070 Mission Ave, Oceanside CA 92058. The transportation department needs to abandon the existing non-functional in ground bus lift and replace with a surface mount scissor lift in our existing garage.

**PART 1 – GENERAL DESCRIPTION:**

- 1.1** This specification sets forth the customer's requirements for the acquisition and installation of a heavy-duty scissor lift, drive-on, track type, surface mounted vehicle lift with drive through ramps for vehicles weighing up to 50,000 lbs. and up to 40 feet in length.
  
- 1.2** The manufacturer must be a firm regularly engaged in the design and manufacturing of the heavy-duty vehicle lifting equipment specified herein for a minimum of 10 years and be ISO 9001 Register Manufacturing Company. Lift manufacturer must be a member of ALI with minimum 75% of lifts manufactured to be ETL certified to the latest ANSI/ALI/ALCTV. All materials shall comply with I.S.O.9001 standards for quality assurance.
  
- 1.3** The lifts specified herein must comply with the latest ANSI/ALI ALCTV:2017 (or latest edition) Standards for Automotive Lifts Safety requirements for Construction, Testing and Validation and be ETL & CSA Certified. All electrical components must be UL/CSA approved. Equipment shall comply with all applicable Federal, State, and local safety regulations and codes. All lift components and equipment must be safety and structurally tested to gold label certification according to ANSI/ALI ALCTV; 2011 automotive lift standard. Equipment must be supplied with all ANSI safety booklets as well as ANSI operation, installation, and maintenance booklets, as necessary. New Lift shall conform to American Society for Testing and Materials (ASTM): Automobile Lift Institute. The lift system shall be an integrated system for lifting vehicles within the specified weight and dimensional ranges and shall comply with all applicable Federal, State, and local safety regulations and codes as well as Cal OSHA, UL, AWS, NEC, and ANSI-B153.1 (1990) Standards.
  
- 1.4** All equipment shall be new and unused. The model being bid must be the manufacturer's current production model. Used, reconditioned, left over or discontinued models will not be accepted.



- 1.5 All material thickness and structural dimensions are minimum dimensional tolerances unless noted are as follows;  $\pm 1/8$ " for dimensions less than 10 inches;  $\pm 1/4$ " for dimensions from 10 inches to 5 feet inclusive;  $\pm 1$ " for dimensions greater than 5 feet.
- 1.6 The lift operation shall be controlled by a programmable logic control (computer) to ensure synchronized movement within 1" in either the raise or lower mode through their full range.
- 1.7 The lift system shall be operable from a freestanding control console.
- 1.8 Complete assembly shall consist of an electric over hydraulic lift unit, controls and any accessories as specified herein.
- 1.9 Wash Bay Kit: Lift must be Hot Dip Galvanized and utilize all water and corrosion resistant materials in the construction of the lift. Lifts with steel deck and ramp structures that are not Hot Dip Galvanized will not be accepted. Lifts not utilizing materials and components that are not water and corrosion resistant as specified below will not be accepted.

## **PART 2 -CAPACITY AND DIMENSIONS:**

- 2.1 The overall lifting capacity of the shall be 50,000 lbs. Lifts with less than 50,000 lbs. capacity will not be accepted. Lift platform must be able to accommodate bus lengths up to 40 feet.
- 2.2 The runway track length will be thirty-two feet (32'/384") of usable track space.
- 2.3 Lifting height will be 78" maximum measured from ground level to the top of the drive on deck when the lift is at full height. The lift system shall take 70 seconds to lift from flush floor level to full rise.
- 2.4 Drive-Over Transition Ramps will be 24" long and will double as rotating front and rear ramp tire chocks/wheel stops. Wheel stops shall be constructed of 3/8" thick steel plate pinned to the front and rear of each platform.
- 2.5 Track width will be 32" with a standard adjustable width between decks. Lifts with less than 32" usable track width will not be accepted. The larger track width will help to accommodate anything from larger buses to compact sedans on the lift.
- 2.6 Lift system overall width will be adjustable, and field determined in conjunction with customer vehicle specifications to best suit the facility needs. The adjustable width will accommodate anything from larger buses to compact sedans. Lifts without adjustable width will not be accepted.
- 2.7 The overall collapsed height of the lift shall be 15" measure from ground level to the top of the drive on deck. Recessed lift shall sit atop the existing grade slab.
- 2.8 Base plates shall measure 120" x 32". There shall be no fixed obstructions between the platform runways. There shall be no floor obstructions between the lifting legs.

- 2.9** Drive-Up/Drive-On (Quantity 2) Ramps will be 10' or 120" long and will be a complete drive on/back off lift system. Ramps shall be Hot Dip Galvanized with diamond tread plate top. Lifts without hot dip galvanized ramps with a diamond tread plate will not be accepted.

### **PART 3 – SAFETY FEATURES**

- 3.1 Lift Safety Locks:** Locking legs shall be rated at same capacity as the corresponding cylinder capacity. Each locking legs shall have a minimum of 10 locking positions spaced at 3" increments and starting at 24" off the floor for precise load parking. The locking latches shall be mechanically engaged, and gravity fed to the lock position and shall be released at the control location. The locking system will be removable for ease of service and maintenance, as necessary.

**3.2 Features and Configuration:**

(a) The mechanical locks are activated by a single point lock release that is located on the control panel or pendent controller. A pneumatic air cylinder powered safety system shall engage whenever the lowered button is pressed. Mechanical locks are located on the base frame of each of the cylinder assemblies. The locks shall be mechanically engaged by gravity. Each safety shall have a manual override lever to allow for manual lowering without electricity.

(b) The lifting system shall incorporate multiple redundant safety systems. The unit shall maintain level vehicle position in the event of a mechanical failure, motor failure, hydraulic failure, or loss of electrical service by using multiple electrical, mechanical, and hydraulic safety systems. System must incorporate an integral hydraulic safety system including electrically operated solenoid valves and velocity fuses to prevent uncontrolled decent in event of a hydraulic failure.

### **PART 4 - HYDRAULIC SYSTEM:**

- 4.1 Control & Power Unit Housing:** The electric hydraulic power unit will consist of an equalized hydraulic system of four pumps that will always synchronize levelled lifting of four scissor assemblies. All lift controls shall be housed within a stainless-steel splash proof cabinet and all four electric hydraulic power unit assemblies shall be housed within PVC splash proof cabinet with watertight seals. Complete console assembly shall be installed providing easy service access to all electronic and hydraulic lift operating components. The power unit console shall be mounted at floor level in accordance with customer's requested placement, and the lift manufacturer recommended installation instructions. Control console housings not utilizing stainless steel and PVC splash proof containment with watertight seals will not be accepted.

**4.2 Operation:** The drive system must permit lifting without any pulsation, jerks, or unsteady lifting. Lift must be smooth. System must comprise of an electrically powered pump, flow control valves, and fluid reservoirs. An electronic/hydraulic synchronization device must ensure equalized alignment of each lifting assembly within 1” simultaneously through the raise and lower cycle. A PLC microprocessor must control all lift movement for operator safety and convenience. Troubleshooting codes must facilitate service and/or repair as necessary.

### **4.3 Features and Construction**

**(a) Configuration:** Unit shall consist of pumps and a common motor assembly complete with relief valves, and check valves mounted on an appropriately sized hydraulic fluid reservoir. The power unit shall be factory assembled and tested. The power unit shall be designed for installation in the lift’s immediate area. The motor shall be direct coupled to the pumps with a common shaft/coupling arrangement.

**(b) Operation:** The pumps shall provide hydraulic pressure through electric solenoid actuating control valves to raise or lower any combination of the cylinders within the lift system simultaneously to within plus minus 1” of each other throughout their full stroke of lifting and lowering. Equalization rate of lifting or lowering of the cylinders shall be automatically controlled by the pumps so that the operator will not be required to make any adjustments during operation. The PLC Control Computer will monitor and adjust the equalization of the lifting cylinders as necessary through the complete rise and lowering of the lift.

**(c) Hydraulic Gear Pump Units:** Four 5-gallon capacity tanks, 4 gallons usable utilizing environmentally friendly hydraulic fluid, Submerged pumps with motor coupling, Motor/Pump Base, 2 HP Electric Motor/Pump Assembly, 460 volt 3-phase, 60 cycle, 20 mesh wire suction screen, removable tank top cover with watertight seal, relief valve pre-set at 3200 PSI, and individual fluid gages. Hydraulic fluid will be AW32 hydraulic oil. Lifts utilizing a single power unit to control multiple pistons will not be accepted. For ease of future service, each scissor assembly must be delineated individually with factory markings for all motors, hoses, control wiring, etc.

**(d) Hydraulic Cylinder Assemblies:** Hydraulic cylinders shall be mounted to the underside of each runway and attached to each end of the scissor assembly.

**(e) Feed Hose Assemblies:** All hydraulic feed hoses utilized will be constructed of minimum 5000 PSI working pressure rating with JIC fittings for safe and secure fluid delivery control. All air feed hoses utilized will be constructed of minimum 200 PSI working pressure rating with brass crimped fittings or push-to-lock fittings for safe and secure air feed control.

**(f) Emergency Lowering:** The lift system shall incorporate an emergency lowering procedure to lower both decks simultaneously in the event of a power outage.

## **PART 5 -DESIGN REQUIREMENTS:**

- 5.1 Surface Mounted Concrete Requirements:** The lift system shall be surface mounted on a rebar reinforced concrete foundation capable of withstanding the scissor lift being installed. The concrete foundation must be level within 1/4" or the lift base plates must be leveled with Shim Plates within 1/4".
- 5.2 Base Frame Design:** The four scissor base frames will be made from 1" steel plate combined with 7/8" steel forklift mast channel utilizing 4" sealed steel roller bearings. The base plate frames are designed to have less than 100 psi of pressure on the concrete floor with a full load. The base of each lifting scissor shall provide for a minimum of 1" vertical adjustment to allow for field adjustment in the event of an unlevel concrete slab.
- 5.3** The roller assemblies shall not require any monthly cleaning with solvents or any monthly lubrication. All wear surfaces shall be completely self-lubricating.
- 5.5** Track Assemblies: Each track will be constructed of (2) 10" x 36 lb. structural wide "C" channels welded with a 3/8" x 25.5" plate with 1/4" diamond plate surface (total of 5/8" deck thickness).
- 5.6** Slip Resistant Surfaces: The surface of each track will be covered by slip resistant 3/8" diamond plate welded to the top of the wide flange beams by a continuous fillet weld. Lifts utilizing adhesive slip resistant coatings will not be accepted. Only lifts utilizing ramps and decks with diamond tread plate will be accepted to prevent the future need to recoat the surface.
- 5.7 Scissor Design:** The lift system shall incorporate four (4) complete scissor mechanisms for maximum strength and durability. Half scissor, pentagraph or parallelogram style drive on lifts will not be accepted. Each of the four scissor/leg assemblies will incorporate (2) heavy duty hydraulic cylinders attached to the base frame and scissor legs along with (1) small auxiliary heavy duty starter hydraulic cylinder.
- 5.8** All controls, warnings and instructional information shall be oil resistant, laminated or engraved in plastic or steel.
- 5.9** The lift will utilize the manufacturer's specified anchorage system and installed per all manufacturer specifications.
- 5.10 Control System:** The lift system shall be operable from a free-standing control console and to be anchored to the concrete floor in the customer's desired location. The control console will include an Up, Down, Park and Emergency Stop that will be provided with momentary contact control buttons. The control console will provide a computer read out showing the user the height of lift through travel of the lift, enable trouble shooting of faults, set height limits and ground limits. The lower containment of the control console shall house the hydraulic fluid reservoirs, pumps, motors, and air supply for the locking legs.

**5.11 Electrical Components:** All electrical components to meet current and required NEC, CSA, UL 201, and OSHA codes for hazardous locations. Supply voltage shall be applied in inter-connecting cables only when rising. At all other times, only 24-volt control voltage shall be allowed in inter-connecting cables. When lift is idle, no line voltages shall reside in interconnecting cables to eliminate the risk of an electrical hazard.

**5.12 Galvanized Wash Bay Kit:**

**(a) Hot Dip Galvanization:** Lift Scissors, Decks and Base Plates shall be hot dip galvanized for maximum corrosion resistance and structural durability. All Hot Dip Galvanization shall conform to ASTM A123 Standard Specification for Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products. Lifts that are not Hot Dip Galvanized will not be accepted as this lift will be utilized in a wash bay application.

**(b) Hydraulic Cylinder Assemblies:** Hydraulic cylinders shall be painted with single component alkyd based anti-corrosive air dry primer with a high-performance single component alkyd-based enamel (black color) with superior weather-ability and chemical resistance.

**(c) Locking Latch Assemblies:** Lift locking latch assemblies shall be zinc plated for maximum corrosion resistance and structural durability. All Zinc Plating shall conform to conform to ASTM B695 Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel.

**PART 6 – LIFT ACCESSORIES:**

**6.1 LED Lighting System:** The lift system shall incorporate eight light assemblies (four per deck) 48” long and evenly spaced on the inner rail of each deck to provide sufficient lighting for lift operators. Lights shall IP66/Ip67 rated for wet environments, UL 2108 Approved, and shall automatically turn on when the lift rises above 24” and automatically turn off when lower than 24”. Lift LED lighting system shall be powered by 24V power supply. Lamp units shall be installed in a recessed area of the main lifting platforms to be protected from damage caused by falling objects. LED lamps to provide 5000K lumen light output for sufficient area lighting for lift operators.

**6.2 Rolling Bridge Jacks:** Scissor Lift shall include (2) rolling bridge jack assemblies. Both assemblies shall be hot dip galvanized and incorporate an internal airline kit to the scissor lift for power to each of the air/hydraulic pump assemblies. One jack assembly will be rated at 30,000 lbs. and the other jack will be rated at 20,000 lbs. to accommodate heavy rear weighted buses accordingly. Lift systems utilizing same capacity jacks will not be accepted.

## **PART 7 – UTILITIES:**

- 7.1 Lift Plumbing and Protection:** All steel hat channel chases will be constructed of minimum hot dip galvanized diamond tread plate providing maximum containment and corrosion resistance of all air and hydraulic lines operating the lifting unit. Sufficient lengths of all hydraulic hoses and compressed air hoses will be of suitable working pressure according to manufacturer's recommended installation requirements. All installation plumbing components shall be supplied by the installing contractor.
- 7.2 Electrical:** Installing Contractor shall bring power to new equipment disconnect on control console. New electrical circuit to be installed per local electrical regulations and NEC compliant.
- 7.3 Compressed Air:** Installing Contractor shall provide compressed air to the new lift by means of a new branch line, equipped with isolation shut-off valves in accordance with installation requirements. Provide condensate drain valve at low point of piping prior to lift connection. Provide filter, regulator and gauge if required or recommended by installation instructions. Air requirements are 80-200 PSI at 5 CFM.

**Attachment B**

**Bidder Certification**

Each Entity must read and comply with the following sections. Failure to do so may result in rejection of offer. By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Entity and that under penalty of perjury the undersigned will comply with the following:

**SECTION III. COMPLIANCE WITH SOLICITATION**

The undersigned agrees and certifies that they:

1. Have read, understand, and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions contained herein (including any attachments); and
2. Are an authorized representative of the Entity, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the offer or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the solicitation and the contract; and
4. Will provide/furnish federal employee identification number or social security number with offer.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Type or Print): \_\_\_\_\_ Title: \_\_\_\_\_

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

Email address: \_\_\_\_\_ Website address: \_\_\_\_\_

EIN ID# or SSN# (required):  
\_\_\_\_\_

Construction Contractors Board (CCB) License Number (if applicable): \_\_\_\_\_

Business Designation (check one):

Corporation     Partnership     Sole Proprietorship     Non-Profit     Limited Liability Company

**BID PROPOSAL**

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Business Telephone: (\_\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

TO: Oceanside Unified School District, acting by and through its Governing Board, herein called the "Owner:"

Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the 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 and the cost of the work at the place where the work is to be done, and with the specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required and with all in strict conformity with the specifications and other contract documents, including addenda, if any for the following project:

**BID NO. 2024-01-025B /Transportation Heavy Duty Scissor Lift**

<b>BASE BID SCOPE OF WORK</b>	<b>BID PRICE (IN WRITTEN FORM)</b>	<b>BID PRICE (IN NUMBERS)</b>
PROVIDE + INSTALL HEAVY DUSTY VEHICLE SCISSOR LIFT		\$
<b>TOTAL BASE BID</b>		\$

In case of discrepancy between the written price and the numerical price, the written price will prevail.



The undersigned has checked carefully all the above figures and understands that the District is not responsible for any errors or omissions on the part of the undersigned in making this bid.

Enclosed find certified or cashier's check no. \_\_\_\_\_ of the \_\_\_\_\_ Bank for \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) or Bidder's Bond of the \_\_\_\_\_ surety company in an amount of not less than ten percent (10%) of the entire bid. The undersigned further agrees on the acceptance of this proposal, to execute the Contract and provide the required bonds and insurance and that in case of default in executing these documents within the time fixed by the Contract Documents, the proceeds of the check or bond accompanying this bid shall be forfeited and shall become the property of the District.

Contractor agrees to commence the work within the time specified in the Notice to Proceed. It is understood that this bid is based upon completing the work within the number of calendar days specified in the Contract Documents.

**ADDENDA:**

Receipt of the following addenda is hereby acknowledged:

Addendum # _____	Dated: _____	Addendum # _____	Dated: _____
Addendum # _____	Dated: _____	Addendum # _____	Dated: _____
Addendum # _____	Dated: _____	Addendum # _____	Dated: _____

Respectfully submitted,

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

Address: \_\_\_\_\_

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

*(Please Print Or Type)*

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

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

Date: \_\_\_\_\_

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

Contractor's License No: \_\_\_\_\_ Expiration Date \_\_\_\_\_

DIR License No: \_\_\_\_\_ Expiration Date \_\_\_\_\_

Required Attachments:      Designation of Subcontractors  
   Bidder References  
   Workers' Compensation Certificate  
   DIR Registration Verification  
   Non-Collusion Declaration  
   Bid Bond (or Cashier's or Certified Check)

## DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name, the location of the place of business, and the California contractor license number of each subcontractor and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of the Contractor's Total Bid Price. No additional time shall be granted to provide the below requested information, except as permitted by law. If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (0.5%) of the Contractor's Total Bid Price, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

### Article I.

<b>Portion of Work</b>	<b>Subcontractor Name &amp; License # and DIR Registration #</b>	<b>Location of Business</b>

Name of Bidder

---

Signature

---

Title

---

Dated

---

**WORKERS' COMPENSATION CERTIFICATE**

Labor Code § 3700 in relevant part provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

I am aware of the provisions of Labor Code § 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 provisions before commencing the performance of the work of this Contract and will require all Subcontractors to do the same.

\_\_\_\_\_  
Contractor

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

In accordance with Labor Code § 1860, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.

**DIR REGISTRATION VERIFICATION**

**PROJECT: BID NO. 2024-01-025B / Transportation Heavy Duty Scissor Lift**

I am the \_\_\_\_\_ of \_\_\_\_\_  
("Bidder") (Title/Position) (Bidder Name)

submitting the accompanying Bid Proposal for the Work described as **BID NO. 2024-01-025B / Transportation Heavy Duty Scissor Lift**

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations ("DIR").
2. The Bidder's DIR Registration Number is: \_\_\_\_\_. The expiration date of the Bidder's DIR Registration is \_\_\_\_\_, 20\_\_.
3. If the Bidder is awarded the Contract for the Work and the expiration date of the Bidder's DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Bidder completing all obligations under the Contract for the Work, the Bidder will take all measures necessary to renew the Bidder's DIR Registration so that there is no lapse in the Bidder's DIR Registration while performing Work under the Contract.
4. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.
5. The Bidder has independently verified that each Subcontractor identified in the Subcontractors List submitted with the Bid Proposal of the Bidder is currently a DIR registered contractor.
6. The Bidder has provided the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors' List.
7. The Bidder's solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.

If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder's Bid Proposal is subject to rejection for non-responsiveness.

**NON-COLLUSION DECLARATION**

*To be executed by the bidder and submitted with the bid.*

\_\_\_\_\_, declares that he or she is \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid, and affirms that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true and correct; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

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

## SAMPLE CONTRACT

This Contract (“Contract”) is made by and between the Oceanside Unified School District (“District”), and \_\_\_\_\_ (“Contractor”).

District and Contractor hereby agree as follows:

1. Description of Work

The Contractor agrees to furnish all labor, cabling and materials, equipment, tools, supervision, appurtenances, and services, including transportation and utilities, required to perform and satisfactorily complete the following work:

**BID NO. 2024-01-025B / Transportation Heavy Duty Scissor Lift**

2. Contract Documents

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the completed Bid Forms, the required Bonds and the Insurance forms, the Notice to Bidders, the Instructions to Bidders, the Notice of Award, the Notice to Proceed, the General Conditions and any special conditions, and the Specifications.

3. Compensation

As full compensation for the Contractor’s complete and satisfactory performance of the work and activities described in the Contract Documents, the District agrees to pay Contractor, and Contractor agrees to accept the sum of \_\_\_\_\_ Dollars(\$\_\_\_\_\_), which shall be paid to the Contractor according to the Contract Documents.

4. Prevailing Wages

This Project is a public works project subject to prevailing wage requirements and Contractor and its Subcontractors are required to pay all workers employed for the performance of this Contract no less than the applicable prevailing wage rate for each such worker. Contractor acknowledges that the project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations in accordance with Labor Code § 1770 et seq.

5. Time for Completion

The starting date of the Contract shall be the day listed by the District in the Notice to Proceed, estimated to be approximately July 1, 2022, and the Contractor shall fully complete all the work before June 30, 2023. Time is of the essence in the performance of this Contract.

6. Liquidated Damages

Liquidated damages for the Contractor's failure to complete the Contract within the time fixed for completion are established in the amount of five hundred dollars (\$500.00) per calendar day.

7. Audit.

The District and Contractor are subject to the examination and audit of the California State Auditor for a period of three (3) years after the final payment under this Contract, in compliance with Government Code §8546.7.

IN WITNESS WHEREOF, the parties agree to the terms of this Contract on the day and year written below.

OCEANSIDE UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Name

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Contractor License No. and Expiration Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Individual Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For: \_\_\_\_\_  
Corporation or Partnership  
If Corporation, Seal Below:



**PERFORMANCE BOND**

WHEREAS, the Board of Education of the Oceanside Unified School District (“District”), at its meeting on \_\_\_\_\_, 2023, has awarded to \_\_\_\_\_ (“Principal”), the Contract for performance of the following project (“Project”):

**BID NO. 2024-01-025B / Transportation Heavy Duty Scissor Lift**

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond to the District as obligee ensuring its full and faithful performance of the Contract Documents, which are fully incorporated herein by this reference,

NOW,                    THEREFORE,                    we,                    the                    Principal                    and  
\_\_\_\_\_, as Surety, hereby guarantee the Principal’s full, faithful and complete performance of the Contract Document requirements in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly, severally, and firmly by this agreement to perform or have performed all of the work and activities required to complete the Project pursuant to the Contract Documents and to pay to the District all damages the District incurs as a result of the Principal’s failure to fully perform in accordance with the Contract Documents.

The condition of the obligation is such that if the Principal, its heirs, executors, administrators, successors or assigns shall in all things abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any amendment thereof made as therein provided, on its or their parts to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall insure and indemnify and save harmless the District, its officers and agents, as therein stipulated, 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 no change, extension of time, alteration or addition to the Contract Documents shall in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition.

In the event of the District's termination of the Contract due to the Principal’s breach or default of the Contract Documents, within sixty (60) days after written notice from the District to the Surety of the Principal’s breach or default of the Contract Documents and District's termination of the Contract, the Surety shall notify District in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense ("Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the District, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's mere denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be

justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

In the event the Surety fails to issue its Notice of Election to District within the time specified herein, the District may take all such action or actions necessary to cure or remedy the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be each jointly and severally liable to the District for all damages and costs sustained by the District as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the District upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes of any Work which increases the Contract Price.

Principal and Surety further agree to pay all costs incurred by the District in connection with enforcement of this bond, including, but not limited to the District's reasonable attorney's fees and costs incurred, with or without suit, in addition to any other sum required by this bond. Surety further agrees that death, dissolution, or bankruptcy of the Principal shall not relieve the Surety of its obligations hereunder.

In witness whereof, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

*To be signed by  
Principal and Surety  
and acknowledgment  
and notarial seal to*

\_\_\_\_\_  
PRINCIPAL

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Surety

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

\_\_\_\_\_  
Title

The above bond is accepted and approved this \_\_\_ day of \_\_\_\_\_ 2023.

By: \_\_\_\_\_  
Authorized District Signature

**PAYMENT BOND**

WHEREAS, the Oceanside Unified School District (“District”) and the Contractor, \_\_\_\_\_ (“Principal”) have entered into a contract (“Contract”) for the furnishing of all materials, labor, services, equipment, tools, supervision and transportation necessary, convenient and proper for the installation services associated with the **BID NO. 2024-01-025B / Transportation Heavy Duty Scissor Lift** (“Project”) which Contract dated \_\_\_\_\_ and all of the Contract Documents made part thereof are fully incorporated herein by this reference; and

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100 or fail to pay for any materials or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount set forth above, and in case suit is brought upon this bond Surety will also pay such reasonable attorney’s 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 of the persons named in California Civil Code Section 9100 so as to give a right of action to such person or their assigns 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, specifications, or agreement pertaining or relating to any scheme or work of improvement described above 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 the time for any payment pertaining or relating to any scheme or work of improvement described above, 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 Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the District and original contractor or on the part of any obligee named in such bond, unless permitted pursuant to law.

In witness whereof, this instrument has been duly executed by the Principal and Surety this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

*To be signed by  
Principal and Surety  
and acknowledgment  
and notarial seal to  
be attached.*

\_\_\_\_\_  
PRINCIPAL

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
SURETY

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

\_\_\_\_\_  
Title

The above bond is accepted and approved this \_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Authorized District Signature

## GENERAL CONDITIONS

### 1. DEFINITIONS

Addendum: A written change or revision to the Contract Documents issued to the prospective bidders prior to the time of receiving bids.

Alternate: The sum to be added to or deducted from the base Bid if the change in scope of work as described in Alternates is accepted by the District.

Approved: Approved by the District or the District's authorized representative unless otherwise indicated in the Contract Documents.

Architect: The person or firm holding a valid license to practice architecture or engineering which has been designated (if any designated) to provide architectural or engineering design services on this Project. When Architect is referred to within the Contract Documents and no architect or engineer has in fact been designated, the matter shall be referred to the District.

As Directed: As directed by the District or its Architect, unless otherwise indicated in the Contract Documents.

As Selected: As selected by the District or its Architect, unless otherwise indicated in the Contract Documents.

Bid: The properly completed and signed proposal to perform the construction work for the Project as described in the Contract Documents.

Construction Manager: The individual or entity named as such by the District. If no Construction Manager is designated for the Project, all references to the Construction Manager in these Contract Documents shall mean the District and/or its designee.

Contract: The legally binding agreement between the District and the Contractor wherein the Contractor agrees to furnish the labor, materials, equipment, and appurtenances required to perform the work described in the Contract Documents and the District agrees to pay the Contractor for such work.

Contract Documents: The Contract Documents are described in the Contract for this Project.

Contractor: The person or entity holding a valid license in the State of California required for performing this Project and who has contracted with the District to perform the construction work described in the Contract Documents. The term Contractor shall be construed to mean all of the officers, employees, Subcontractors, suppliers, or other persons engaged by the Contractor for the work of this Project.

District and/or Owner: The District, its Board of Education, authorized officers and employees, and authorized representatives.

DSA: The State of California Division of the State Architect which has the authority to review, approve and inspect the design, alteration and construction of school buildings.

Final Completion: Final Completion is achieved when the Contractor has fully completed all Contract Document requirements, including, but not limited to, all final punch list items, to the District's satisfaction.

Inspector: The person engaged by the District to conduct the inspections required by the Education Code and Title 24.

Furnish: Purchase and deliver to the site of installation.

Board of Education: The Board of Education of the District.

Indicated or As Shown: Shown on drawings and/or as specified.

Install: Fix in place, for materials; and fix in place and connect, for equipment.

Modification: An authorized change to the Contract Documents which may or may not include a change in contract price and/or time.

Project: The total construction work and activities described in these Contract Documents.

Secure: Obtain.

Subcontractor: A person, firm, or corporation, duly licensed by the State of California, who has a contract with the Contractor to furnish labor, materials and equipment, and/or to install materials and equipment for work in this Contract.

## 2. ARCHITECT

The Architect is responsible for the overall design of the Project. The working drawings, technical Specifications, sketches and other information necessary to define the work covered by these Contract Documents have been prepared by the Architect. The Architect shall visit, inspect and observe the construction to determine general compliance with the Contract Documents, and interpret the drawings and Specifications consistent with their intent. The Architect shall evaluate the samples and other submittals required in the technical Specifications, and maintain an up-to-date log of all such items processed. The Architect will consult with the District, Contractor, and any state, county or city agency having jurisdiction over the work whenever necessary to further the best interests of the Project.

### 3. CONTRACT DOCUMENTS

#### a. Contents and Precedence

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the completed Bid Form, the required Bonds and the Insurance forms, the Notice to Bidders, the Instructions to Bidders, the Notice of Award, the Notice to Proceed, the General Conditions, any special conditions, and the Specifications. The Contract Documents are complementary and anything required by one shall be as binding as if required by all. In case of conflicts within the Contract Documents, the order of precedence of interpretation shall be as listed above, with the executed Contract and any change order thereto having priority, and subsequent Addenda having priority over prior Addenda only to the extent modified by the subsequent Addenda. In case of conflict within the drawings, larger scale drawings shall govern smaller scale drawings, and written dimensions shall govern over scaled dimensions.

#### b. Ambiguities, Errors, and Inconsistencies

If, in the opinion of the Contractor, the construction details indicated on the drawings or otherwise specified are in conflict with accepted industry standards for quality construction and therefore might interfere with its full guarantee of the work involved, the Contractor shall promptly bring this information to the attention of the Architect for appropriate action before submittal of the bid. Contractor's failure to request clarification or interpretation of an apparent ambiguity, error or inconsistency waives that Contractor's right to thereafter claim any entitlement to additional compensation based upon an ambiguity, inconsistency, or error, which should have been discovered by a reasonably prudent Contractor, subject to the limitations of Public Contract Code §1104. During the Project, should any discrepancy appear or any misunderstanding arise as to the import of anything contained in the Contract Documents, the matter shall be promptly referred to the Architect (with written notice to the District's Construction Manager), who will issue instructions or corrections.

#### c. Lines and Planes

All lines and planes appearing on Contract drawings to be horizontal or vertical and not explicitly indicated otherwise shall be constructed true and plumb. All lines and planes appearing on Contract drawings to intersect at right angles and not explicitly indicated otherwise shall be constructed at true right angles. Where details are indicated covering specific conditions, such details also apply to all similar conditions not specifically indicated.

#### d. Standards

The specification standards of the various sections of the Specifications shall be the procedural, performance, and material standards of the applicable association publications identified and shall be the required level

of installation, materials, workmanship, and performance for the applicable work. Except where a specific date of issue is mentioned hereinafter, references to specification standards shall mean the edition, including amendments and supplements, in effect on the date of the Notice to Bidders. Where no standard is identified and a manufacturer is specified, the manufacturer's specifications are the standards. All standards shall be subordinate to the requirements of the applicable codes and regulations.

e. Reference to the Singular

Wherever in the Specifications an article, device or piece of equipment is referred to in the singular number, such reference shall include as many such items as are shown on drawings or required to complete the installation.

4. INTENT OF DRAWINGS AND SPECIFICATIONS

- a. Drawings and Specifications are to be read as an integrated document. The Contractor shall promptly report to the Architect any ambiguities, discrepancies, or errors which come to the Contractor's attention.
- b. Figured dimensions shall be followed in preference to scaled dimensions, and the Contractor shall make all additional measurements necessary for the work and shall be responsible for their accuracy. Before ordering any material or doing any work, the Contractor shall verify all measurements at the Project site and shall be responsible for the correctness of same.
- c. It is the intent of the drawings and Specifications to show and describe complete installations. Items shown but not specified, or specified but not shown, shall be included unless specifically omitted.
  - 1) The Specifications shall be deemed to include and require everything necessary and reasonably incidental to the completion of all work described and indicated on the drawings, whether particularly mentioned or shown, or not.

5. TRADE DIVISIONS

Segregation of the Specifications into the designated trade divisions is only for the purpose of facilitating descriptions and shall not be considered as limiting the work of any subcontract or trade. Subject to other necessary provisions set forth in the Specifications, the terms and conditions of such limitations or inclusions shall lie solely between the Contractor and its Subcontractors. "Scope" as indicated in each section of the Specifications shall serve only as a general guide to what is included in that section. Neither the stated description nor the division of the plans and Specifications to various sections, which is done solely for convenience, shall be deemed to limit the work required, divide or indicate it by labor jurisdiction or trade practice, or set up any bidding barriers to the various sub-contractors or suppliers.



- a. The Contractor shall be responsible for the proper execution of all work required by the Contract Documents and for allocating such portions as the Contractor sees fit to the various Subcontractors, subject to applicable law. The Contractor is cautioned that the various individual sections may not contain all work that the Contractor may wish to allocate to a particular Subcontractor or everything bearing on the work of a particular trade, some of which may appear in other portions of the plans or Specifications.
- b. If the Contractor elects to enter into any subcontract for any section of the work the Contractor assumes all responsibility for ascertaining that the Subcontractor for the work is competent, licensed, solvent, thoroughly acquainted with all conditions and legal requirements of the work, has included all materials and appurtenances in connection therewith in the subcontract, and has performed its work in strict compliance with the Contract Documents.
- c. It shall be the responsibility of the Contractor to notify each prospective Subcontractor at the time of request for bids of all portions of the Contract Documents, including the General Conditions, special conditions and any parts of sections of Specifications or plans that the Contractor intends to include as part of the subcontract.

6. MASTER MANDATORY PROVISIONS

- a. Any material, item, or piece of equipment mentioned, listed or indicated without definition of quality, shall be consistent with the quality of adjacent or related materials, items, or pieces of equipment on the Project.
- b. Any method of installation, finish, or workmanship of an operation called for, without definition of standard of workmanship, shall be followed or performed and finished in accordance with best practices and consistent with adjacent or related installations on the Project.
- c. Any necessary material, item, piece of equipment or operation not called for but reasonably implied as necessary for proper completion of the work shall be furnished, installed or performed and finished; and shall be consistent with adjacent or related materials, items, or pieces of equipment on the Project, and in accordance with best practices.
- d. Names or numbered products are to be used according to the manufacturers' directions or recommendations unless otherwise specified.

7. CONTRACTOR

- a. The Contractor shall perform all the work and activities required by the Contract Documents and furnish all labor, materials, equipment (other than those specified as being provided by the District), tools and appurtenances necessary to perform the work and complete it to the District's satisfaction within the time specified. The Contractor shall at all times perform the work of this Contract in a competent and workmanlike manner and, if not

specifically stated, accomplish the work according to the best standards of construction practice. The Contractor in no way is relieved of any responsibility by the activities of the architect, engineer, inspector or DSA in the performance of such duties.

- b. The Contractor shall employ a full-time competent superintendent and necessary assistants who shall have complete authority to act for the Contractor on all matters pertaining to the work. The superintendent shall be satisfactory to the District and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable. Also, the superintendent shall not be changed without the written consent of the District unless the superintendent ceases to be employed by the Contractor.
- c. Contractor shall make the layout of lines and elevations and shall be responsible for the accuracy of both the Contractor's and the Subcontractors' work resulting therefrom. All dimensions affecting proper fabrication and installation of all Contract work must be verified by the Contractor prior to fabrication and installation by taking field measurements of the true conditions. The Contractor shall take, and assist Subcontractors in taking, all field dimensions required in performance of the work, and shall verify all dimensions and conditions on the site. If there are any discrepancies between dimensions in drawings and existing conditions which will affect the work, the Contractor shall promptly bring such discrepancies to the attention of the Architect for adjustment before proceeding with the work. Contractor shall be responsible for the proper fitting of all work and for the coordination of all trades, Subcontractors and persons engaged upon this Contract.
- d. Contractor shall do all cutting, fitting, or patching of Contractor's work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors as shown, or reasonably implied by, the drawings and Specifications for the completed work. Any cost incurred by the District due to defective or ill-timed work shall be borne by the Contractor.

## 8. RESPONSIBILITY OF CONTRACTOR

- a. Contractor shall be held strictly responsible for the proper performance of all work covered by the Contract Documents, including all work performed by Subcontractors. All work performed under this Contract shall comply in every respect to the rules and regulations of all agencies having jurisdiction over the Project or any part thereof.
- b. Contractor shall submit Verified Reports as defined in 24 California Code of Regulations ("CCR") §§ 4-336 and 4-343(c). The duties of the Contractor are as defined in 24 CCR § 4-343. Contractor shall keep and make available a copy of Title 24 of the CCR at the job site at all times.
- c. Where any item of fabricated materials and/or equipment, indicated on drawings or specified is unobtainable and it becomes necessary, with the consent of the Architect and District, to substitute equivalent items differing in details or design, the Contractor shall promptly submit complete

drawings and details indicating the necessary modifications of the work. To the extent the items represent a lower cost to contractor than what was originally specified, District shall be entitled to a corresponding decrease in the contract price. This provision shall be governed by the terms of the General Conditions regarding Submittals: Shop Drawings, Cuts and Samples.

- d. With respect to work performed at or near a school site, Contractor shall at all times take all appropriate measures to ensure the security and safety of students and staff, including, but not limited to, ensuring that all of Contractor's employees, Subcontractors, and suppliers entering school property strictly adhere to all applicable District policies and procedures, e.g., sign-in requirements, visitor badges, and access limitations.

## 9. SUBCONTRACTORS

- a. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the District. The District shall be deemed to be the third-party beneficiary of the contract between the Contractor and each Subcontractor. If the Contractor does not specify a Subcontractor for any portion of the work to be performed under this Contract, as required by law, Contractor shall perform that portion of the work with its own forces. The Contractor shall not substitute any other person or firm as a Subcontractor for those listed in the bid submitted by the Contractor, without the written approval of the District and in conformance with the requirements of the Public Contract Code. The District reserves the right of approval of all Subcontractors proposed for use on this Project, and to this end, may require financial, performance, and such additional information as is needed to secure this approval. If a Subcontractor is not approved, the Contractor shall promptly submit another firm of the same trade for approval.
- b. The Contractor shall insert appropriate provisions in all subcontracts pertaining to work on this Project requiring the Subcontractors to be bound by all applicable terms of the Contract Documents. The Contractor shall be as fully responsible for the acts and omissions of the Subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

## 10. PERFORMANCE AND PAYMENT BONDS

- a. As directed in the Notice of Award, the Contractor shall file with the District the following bonds, using the bond forms provided with these Contract Documents:
  - 1) A corporate surety bond, in a sum not less than 100 percent of the amount of the Contract, to guarantee the faithful performance of the Contract.

- 2) A corporate surety bond, in a sum not less than 100 percent of the amount of the Contract, to guarantee the payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in the performance of the Contract.
- b. Corporate sureties on these bonds and on bonds accompanying bids must be admitted sureties as defined by law, legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties and bond forms must be satisfactory to the District. Failure to submit the required bonds within the time specified by the Notice of Award, using the forms provided by the District, may result in cancellation of the award of Contract and forfeiture of the Bid Bond.
- c. The amount of the Contract, as used to determine the amounts of the bonds, shall be the total amount fixed in the Contractor's proposal for the performance of the required work.
- d. During the period covered by the Contract, if any of the sureties upon the bonds shall become insolvent or unable, in the opinion of the District, to pay promptly the amount of such bonds to the extent to which surety might be liable, the Contractor, within thirty (30) days after notice given by the District to the Contractor, shall provide supplemental bonds or otherwise substitute another and sufficient surety approved by the District in place of the surety becoming insolvent or unable to pay. If the Contractor fails within such thirty (30) day period to substitute another and sufficient surety, the Contractor shall, if the District so elects, be deemed to be in default in the performance of its obligations hereunder and upon the bid bond, and the District, in addition to any and all other remedies, may terminate the Contract or bring any proper suit or other proceedings against the Contractor and the sureties or any of them, or may deduct from any monies then due or which thereafter may become due to the Contractor under the Contract, the amount for which the surety, insolvent or unable to pay, shall have been liable on the bonds, and the monies so deducted shall be held by the District as collateral security for the performance of the conditions of the bonds.

## 11. INSURANCE

- a. Contractor shall obtain insurance from a company or companies acceptable to District. All required insurance must be written by an admitted company licensed to do business in the State of California at the time the policy is issued. All required insurance shall be equal to or exceed an A VIII rating as listed in Best's Insurance Guide's latest edition. On a case-by-case basis, the District may accept insurance written by a company listed on the State of California Department of Insurance List of Eligible Surplus Lines ("LESLI List") with a rating of A VIII or above as listed in Best's Insurance Guides' latest edition. Required documentation of such insurance shall be furnished to the District within the time stated in the Notice of Award. Contractor shall not commence work nor shall it allow its employees or Subcontractors or anyone to commence work until all insurance required hereunder has been submitted and approved by the District and a notice to proceed has been issued.

- b. Contractor shall take out and maintain at all times during the life of this Contract, up to the date of acceptance of the work by the District, the following policies of insurance:

Type of Coverage	Minimum Requirement
<b>Commercial General Liability</b> Including Bodily Injury, Personal Property Advertising Injury, and Medical Payments. Each Occurrence General Aggregate	  \$1,000,000 \$2,000,000
<b>Automobile Liability Insurance – Any Auto</b> Any Auto Each Occurrence General Aggregate	 \$1,000,000 \$1,000,000 \$2,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer’s Liability</b>	\$1,000,000

- 1) General Liability Insurance: Personal injury and replacement value property damage insurance for all activities of the Contractor and its Subcontractors arising out of or in connection with this Contract, written on a comprehensive general liability form including contractor’s protected coverage, blanket contractual, completed operations, vehicle coverage and employer’s non-ownership liability coverage, in an amount no less than:
    - a. \$1,000,000.00 combined single limit personal injury and property damage for each occurrence and \$2,000,000.00 annual aggregate.
  - 2) Automobile Liability Insurance: Covering bodily injury and property damage in an amount no less than \$1,000,000.00 combined single limit for each occurrence and \$2,000,000.00. Such insurance shall include coverage for owned, hired, and non-owned vehicles and be included on the umbrella/excess policy.
- c. The certificate(s) for the General Liability Policy(ies) and the Automobile Liability Policy specified above must state that the insurance is under an occurrence based, and not claims made, policy(ies) and shall be endorsed with the following specific language:

“The Oceanside Unified School District is an additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for bodily injuries, deaths or property damage or destruction arising in any respect directly or indirectly in the performance of the Contract.”

- d. The certificate(s) for both the General Liability Policy and the Automobile Liability Policy, shall be endorsed with the following specific language:
- 1) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverages afforded shall apply as though separate policies have been issued to each insured.
  - 2) The insurance provided herein is primary and no insurance held or owned by the District shall be called upon to contribute to a loss.
  - 3) Coverage provided by this policy shall not be reduced or canceled without thirty (30) days written notice given to the Owner by certified mail.
  - 4) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.
  - 5) The certificates must state that the insurance is under an occurrence based, and not a claims-made, or “modified occurrence,” policy (policies).
- e. Within ten (10) days following issuance of the Notice of Award of the Contract, the following documentation of insurance shall be submitted to District for approval prior to issuance of the Notice to Proceed: Certificates of insurance showing the limits of insurance provided, certified copies of all policies, and signed copies of the specified endorsements for each policy. At the time of making application for an extension of time, the Contractor shall submit evidence that the insurance policies will be in effect during the requested additional period of time.
- f. If the Contractor fails to maintain such insurance, the District may take out such insurance to cover any damages of the above mentioned classes for which the District might be held liable on account of the Contractor’s failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Contractor under the Contract.
- g. Workers’ Compensation Insurance:
- 1) Within ten (10) calendar days following issuance of the Notice of Award of the Contract, the Contractor shall furnish to the District satisfactory proof that the Contractor and all Subcontractors it intends to employ have procured, for the period covered by the Contract, full Workers’ Compensation insurance and employer’s liability coverage in the amount of the statutory limit, with an insurance carrier satisfactory to the District for all persons whom the Contractor may employ in carrying out the work contemplated under this Contract in accordance with the Workers’ Compensation Insurance and Safety Act, approved May 26, 1913, and all acts amendatory or supplemental thereto (the “Act”). Such insurance

shall be maintained in full force and effect during the period covered by the Contract. In the event the Contractor is self-insured, Contractor shall furnish a Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self-Insurance, Sacramento, California.

- 2) If the Contractor fails to maintain such insurance, the District may take out worker's compensation insurance to cover any compensation which the District might be liable to pay under the provisions of the Act, by reason of any employee of the Contractor being injured or killed, and deduct and retain the amount of the premiums for such insurance from any sums due the Contractor under the Contract, or otherwise recover that amount from the Contractor or the Surety.
- 3) If an injury occurs to any employee of the Contractor for which the employee, or the employee's dependents in the event of the employee's death, is entitled to compensation under the provisions of the Act, or for which compensation is claimed from the District, the District may retain from the sums due the Contractor under this Contract an amount sufficient to cover such compensation, as fixed by the Act, until such compensation is paid, or until it is determined that no compensation is due, and if the District is compelled to pay such compensation, it will deduct and retain from such sums the amount so paid, or otherwise recover this sum from the Contractor or its Surety.
- 4) The policies represented by the certificates shall be endorsed with a Waiver of Subrogation and must contain the provision (and the certificates must so state) that the insurance cannot be canceled until thirty (30) days after written notice of intended cancellation has been given to the District by certified mail.

## 12. CODES AND REGULATIONS

- a. The Contractor shall be knowledgeable regarding and shall comply with applicable portions of California Code of Regulations Title 24, the applicable Building Code, and all other codes, ordinances, regulations or orders of properly constituted authority having jurisdiction over the work of this Project. The Contractor shall examine the Contract Documents for compliance with these codes and regulations and shall promptly notify the Architect of any discrepancies.
- b. All work and materials shall be in full accordance with the latest rules and regulations of the Safety Orders of the Division of Industrial Safety and the applicable State laws and/or regulations. Nothing in the Project plans or Specifications is to be construed to permit work not conforming to the applicable Codes. Buildings and/or all other construction covered by this Contract shall meet all the regulations for access by the physically

handicapped as administered by the Division of the State Architect and as may be required by federal or state law.

- c. If the work under this Contract is for the construction of a school building as defined by the Education Code, then the following provisions shall apply to the Contract:
  - 1) All work shall be executed in accordance with the current requirements of the Education Code and California Code of Regulations: Title 24 and Title 19. No deviations from the DSA approved plans and Specifications will be permitted except upon a Change Order or Addenda, signed by the District and Architect and approved by the Division of the State Architect and the State Fire Marshal, if applicable.
  - 2) The Division of the State Architect shall be notified 48 hours in advance of the first pour of concrete.

13. PERMITS AND TAXES

- a. The Contractor shall obtain and pay for all permits, fees and licenses that are required in order to perform the work under this Contract. The District shall pay connection charges and meter costs for new permanent utilities required by these Contract Documents. The Contractor shall notify the District sufficiently in advance to submit requests for service to the appropriate utility companies so as to insure connections or installation of utility services in accordance with the Project schedule.
- b. The Contractor shall pay for all taxes on materials and equipment. The District is exempt from Federal Excise Tax. Contractor shall not pay Federal Excise Tax on any item in this Contract.

14. PATENTS AND ROYALTIES

All fees or claims for patents, royalties or licenses on materials, equipment or processes used in the performance of work on this Project shall be included in the amount of the Bid. The Contractor shall indemnify, defend, and hold harmless the District, its Board of Education, the Architect, and their officers and employees, from all claims or liability, including costs and expenses, which may arise from the use on this Project of any patented or copyrighted materials, equipment, or processes.



15. SAFETY AND FIRE PREVENTION

- a. The Contractor, Subcontractors and all of their agents and employees shall fully comply with all of the provisions and requirements of CAL/OSHA, Title 8, California Code of Regulations and all other safety codes applicable to the Project. The Contractor shall take thorough precautions at all times for the protection of persons and property, and shall be liable for all damages to persons or property, either on or off the site, which occur as a result of Contractor's prosecution of the work. The Contractor shall obtain permits for, install and maintain in safe condition barricades, walkways, fences, railings, and whatever other safeguards that may be necessary to protect persons and property from damage as a result of the construction under this Contract.
- b. Contractor is required to ensure Material Safety Data Sheets ("MSDS") are available in a readily accessible place at the work site for any material requiring a MSDS pursuant to the federal "Hazard Communication" standard or employee "right to know" laws. Contractor is also required to ensure proper labeling on materials brought on the job site such that any person working with the material or within the general area of the material is informed of the hazards of the material and follows proper handling and protection procedures. A copy of the MSDS shall also be promptly submitted directly to the District.
- c. Contractor shall not endanger any work by cutting, excavating, or otherwise altering the work and shall not cut or alter the work of any other contractor except with the written consent of the Architect, nor overload any new or existing structures by the placing or storage of materials, equipment, or other items thereon, and, if necessary, shall provide calculations proving the safety in so doing.
- d. If it is necessary to work at night, or where daylight is obscured, the Contractor shall provide and maintain lighting of an adequate level to properly prosecute the work, to permit the thorough inspection of same, and to ensure the safety to workers and others.
- e. Contractor shall take extraordinary care to prevent fires and keep all flammable materials and oily rags in tightly closed metal containers. Contractor shall exercise particular care when welding or cutting, and with regard to the disposition of waste materials, the nature and quantity of which might create or increase a fire hazard.

16. HAZARDOUS MATERIALS

Unless otherwise specified, this Contract does not include the removal, handling, or disturbance of any hazardous substances or materials encountered in the new construction or on the Project grounds. If such substances or materials are encountered, work shall cease in that area and the District shall be promptly notified to take appropriate action for removal or otherwise abating the condition in accordance with current regulations applicable to the District.

a. General:

- 1) No asbestos, asbestos-containing products or other hazardous materials shall be used in this construction or in any tools, devices, clothing or equipment used to further this construction.
- 2) Asbestos and/or asbestos containing products shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremo-lite or actinolite.
- 3) Any or all material containing greater than one tenth of one percent (>.1%) asbestos shall be defined as asbestos-containing material.
- 4) Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.
- 5) All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work shall be removed by the Contractor at no additional cost to the District.
- 6) In compliance with Education Code § 32244, no lead based paint shall be used on the Project.

b. Decontamination and Removal of Hazardous Material from Prior Work:

- 1) Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (“EPA”).
- 2) The asbestos removal contractor shall be an EPA-accredited contractor qualified in the removal of asbestos subject to the approval of the District.
- 3) The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.

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

c. Hold Harmless:

- 1) Interface of work under this Contract with work containing asbestos shall be executed by the Contractor at Contractor's risk and at Contractor's discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of this Contract the Contractor acknowledges the above and agrees to hold harmless, as set forth in the indemnity provisions of this Contract, the Owner, its employees, agents and assigns for all asbestos liability which may be associated with this work and agrees to instruct Contractor's employees and agents with respect to the above-mentioned standards, hazards, risks and liabilities.
- 2) The Contractor shall, prior to commencement of this work, provide a duly signed and notarized affidavit that Contractor has instructed Contractor's employees and agents with respect to the above-mentioned standards, hazards, risks and liabilities and the contents and requirements of this portion of the Contract Documents.

d. Certification:

The Contractor agrees that materials containing asbestos or other hazardous materials as defined in Federal and State law shall not be used in construction.

17. TEMPORARY FACILITIES

- a. The Contractor shall obtain permits for, install and maintain in safe condition all scaffolds, hoisting equipment, barricades, walkways, or other temporary structures that may be required to accomplish the work. Such structures shall be adequate for the intended use and capable of safely accepting all loads that may be imposed upon them. They shall be installed and maintained in accordance with all applicable codes and regulations.
- b. The Contractor shall provide and maintain temporary heat from an approved source whenever in the course of the work it may become necessary for curing, drying or warming spaces as may be required for the proper installation of materials or finishes. The Contractor shall provide and maintain any and all facilities that may be required for dewatering in order that work may proceed on the Project. If it is necessary for dewatering to occur continually, the Contractor shall have on hand whatever spare parts or equipment that may be required to avoid interruption of service or work.

- c. The Contractor shall promptly remove all such temporary facilities when they are no longer needed for the work or on completion of the Project. The Contractor shall repair any damage to premises or property which resulted from the construction, use, or removal of temporary facilities and shall restore the premises and property to their original condition.
- d. See the special conditions and/or specifications for requirements concerning temporary sanitary facilities and utilities.

18. SIGNS

No signs may be displayed on or about the District's property (except those which may be required by law) without the District's prior written approval of size, content and location. Any signs required by the District will be designated in the special conditions.

19. TIME

- a. The Contractor shall commence the work on the date indicated in the Notice to Proceed. Time is of the essence regarding the Contract work, and the Contractor shall prosecute the work diligently and regularly at such a rate of progress as to ensure completion of this Project within, or sooner than, the time specified.
- b. The Contractors and Subcontractors shall investigate and become aware of the amount of time required for the delivery of all equipment and materials required to perform the work under this Contract, and no extension of time shall be granted due to failure to order the equipment and materials sufficiently before their incorporation into the work so as to avoid delay to the Project.
- c. The Contractor and Subcontractors shall provide and maintain enough manpower, materials and equipment to ensure a rate of construction progress that will complete the Project within or sooner than the time specified and according to the schedule of work. If, in the District's opinion, the Contractor and/or Subcontractors are not prosecuting the work at a sufficient rate of progress to meet the Project schedule, the District may direct the Contractor to provide additional manpower, materials or equipment, or to work additional hours, holidays or weekends without additional cost to the District until the work is progressing in a manner satisfactory to the District. Failure to prosecute the work in a timely manner according to the Project schedule is considered a breach of Contract and shall be cause for termination of the Contract.

20. CONSTRUCTION SCHEDULE

- a. Within fifteen (15) calendar days after the award of the Contract, the Contractor shall prepare and submit to the Architect and District an as-planned construction schedule showing in detail how the Contractor plans to prosecute the work within the time set for Final Completion. The

schedule shall include the work of all trades necessary for construction of the Project, and shall be sufficiently complete and comprehensive to enable progress to be monitored on a day-by-day basis. The information for each activity shall include at a minimum the activity description, duration, start date and completion date.

- b. The Contractor shall take care in the preparation of the schedule to ensure that it represents an accurate and efficient plan for accomplishing the work. If the Project is more than one week behind schedule, it must be promptly revised showing how the Contractor plans to complete the work, but in no case shall it show a completion date later than that required by the Contract, unless a time extension has been granted. The current schedule shall be kept posted in the Contractor's project office on site.
- c. The Contractor shall be responsible for the coordination of all work necessary and pertaining to the construction whether actually a part of this Contract or attendant thereto. The Contractor shall notify the District and various utility companies, as far as possible in advance of their required work, in order that work schedules may be developed for all concerned, which will permit the most effective and timely accomplishment of the entire Project.

## 21. DELAYS AND TIME EXTENSIONS

- a. The Contractor may be granted a time extension if the Contractor encounters an unavoidable delay of the work due to causes completely beyond the Contractor's control and which the Contractor could not have avoided by the exercise of reasonable care, prudence, foresight and diligence. Causes for which a claim for extension of time may be made include acts of the public enemy, acts of another contractor in the performance of another contract with the District, priority of a governmental agency for materials or equipment, fire, flood, violent wind storm, epidemic, quarantine restriction, strike, freight embargo, or weather of an unusually severe nature. The Contractor will not be granted time extensions for weather conditions which are normal for the location of the Project, according to the U. S. Weather Bureau Records.
- b. A request for extension of time and compensation related thereto shall be made in writing to the Architect and District within ten (10) calendar days of the date the delay is encountered or shall be deemed waived. The request shall include a detailed description of the reasons for the delay and corrective measures by the Contractor. The request shall be accompanied by evidence that the insurance policies required by the Contract shall be in effect during the requested additional period of time. In order for the Architect to consider a request for time extension, the Contractor must prove that the reasons stated for the delay actually caused a delay in portions of the work which will result in completion beyond the date specified in the Contract. The Contractor may also be granted a time extension for a significant change in the scope of work which request for extension of time shall be included in a Contract modification proposal.

- c. No damages or compensation or any kind shall be paid to a Contractor because of delays in the progress of work, whether such delays be avoidable or unavoidable, that are not the responsibility of District. District's liability to Contractor for delays for which District is responsible shall be limited to an extension of time unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the Contract was awarded. The Contractor shall provide to the District the actual, substantiated costs to Contractor for which the Contractor may claim damages from District. Such costs, if any, shall be directly related to the Project, and shall not include costs that would be borne by the Contractor in the regular course of business, including, but not limited to, office overhead and ongoing insurance costs. Delay damages shall not include Contractor or Subcontractor markup for overhead and profit, but only actual, documented, and direct actual costs. The District shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the more judicious handling of forces or equipment.
- d. The granting of an extension of time because of unavoidable delays shall in no way operate as a waiver on the part of the District of the right to collect liquidated damages for other delays or of any other rights to which the District is entitled.

22. LIQUIDATED DAMAGES

- a. The parties understand and agree that the goodwill, educational process, and other business of District will be damaged if the Project is not completed within the time limits required. The parties have further agreed that the exact amount of damages for failure to complete the Work within the time specified is, in some cases, extremely difficult, impractical, or impossible to determine. As to those damages that are difficult, impractical, or impossible to determine, should the Contractor fail to achieve Final Completion of this Contract within the time fixed for Final Completion, together with extensions granted by the District for unavoidable delays, Contractor shall become liable to the District in the amount specified in the Contract per calendar day for each day the Contract remains incomplete beyond the time for Final Completion, as liquidated damages and not as a penalty. Contractor shall not be charged with liquidated damages when the delay in completion of the work beyond the time for Final Completion is due to acts of the District.
- b. In addition to any liquidated damages which may be assessed, if Contractor fails to achieve Final Completion of this Contract within the time fixed for Final Completion, together with extensions granted by the District for unavoidable delays, and if as a result District finds it necessary to incur any costs and/or expenses, or if District receives any claims by other contractors, subcontractors, or third parties claiming time or other compensation by reason of Contractor's failure to complete work on time, Contractor shall pay all those costs and expenses incurred by District. These costs and

expenses may include but are not limited to such items as rental payments, inspection fees, and additional architectural fees, whether related to the acquisition of facilities or caused by the delay in completion.

- c. Any money due or to become due the Contractor may be retained to cover liquidated and other delay damages. Should such money not be sufficient to cover those damages, the District shall have the right to recover the balance from the Contractor or Contractor's sureties.
- d. Should the District authorize suspension of the work for any cause, the time work is suspended will be added to the time for completion. Suspension of the work by the District shall not be a waiver of the right to claim liquidated or other delay damages as set forth in this section.

23. DISTRICT'S RIGHT TO STOP WORK, TERMINATION OR SUSPENSION OF THE CONTRACT

a. District's Right to Stop Work:

In addition to or as an alternative to any and all other remedies available to the District, if the Contractor fails to correct work which is not performed in accordance with the Contract Documents, or if the Contractor persistently fails to perform the work in accordance with the Contract Documents, the District may by written order direct the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated to the satisfaction of the District. However, the right of the District to stop the work shall not give rise to a duty on the part of the District to exercise this right for the benefit of the Contractor or any other person or entity, and the failure of the District to do so shall not be raised as a defense to the Contractor's failure to perform the work in accordance with the Contract Documents.

b. Termination for Cause:

- 1) If the Contractor refuses or fails to furnish sufficient materials, work force, equipment, and appurtenances to properly prosecute the work in a timely manner, or if Contractor refuses or fails to comply with any provisions of the Contract Documents, or if Contractor should file a bankruptcy petition or make a general assignment for the benefit of Contractor's creditors or if a receiver should be appointed on account of Contractor's insolvency, then the District may give the Contractor and Contractor's Surety written notice of intention to terminate the Contract. Unless within seven (7) calendar days after the serving of such notice upon the Contractor and Contractor's Surety such violation shall cease and arrangements for correction of such conditions shall be made satisfactory to the District, the Contract shall cease and terminate. In the event of such termination, the District shall immediately serve written notice thereof upon the Contractor and Contractor's Surety.

- 2) In the event of termination for cause, in addition to all remedies available to the District, the Contractor's Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance within five (5) calendar days from the date of the issuance of such notice of termination, the District may take over the work and prosecute the same to completion by letting another Contract, or by any other method that the District deems advisable. The Contractor and Contractor's Surety shall be liable for any excess cost incurred by the District thereby, and in any such event the District may take possession of such materials, equipment, and other property belonging to the Contractor as may be on the site and use same in completing the work.

c. Termination or Suspension for Convenience:

The District reserves the right, in its sole discretion, to terminate or suspend all or part of the Contract for convenience following three (3) days written notice to the Contractor. In the event of termination or suspension for convenience, Contractor shall have no claims against the District, except:

- 1) The actual cost of labor, materials and services provided pursuant to the Contract, and which have not yet been paid for, as documented by timesheets, invoices, receipts and the like; and
- 2) Five percent (5%) of the total cost of the work performed as of the date of notice of termination or suspension or five percent (5%) of the value of the work yet to be completed, whichever is less. The parties agree that this amount shall constitute full and fair compensation for all Contractor's lost profits and other damages resulting from the termination or suspension for convenience.

24. ASSIGNMENT OF CONTRACT

The Contractor may not assign or delegate all or any portion of this Contract without the written consent of the District and no such consent shall be given which would relieve the Contractor or its Surety of their responsibilities under the Contract. The Contractor may assign, without liability to the District, monies due the Contractor under the Contract to banks, trust companies or other financial institutions provided written notice thereof is promptly delivered to the District. Assignment of monies earned by the Contractor shall be subject to the same retention as other payments made to Contractor, and shall also be subject to setoffs and back charges as provided by this Contract.

25. COORDINATION WITH OTHER CONTRACTS

- a. The District reserves the right to do other work or award other contracts in connection with this Project. By entering into this Contract, Contractor acknowledges that there may be other contractors on or adjacent to the Project site whose work must be coordinated with that of its own. Contractor expressly warrants and agrees that it will cooperate with other



contractors and will do nothing to delay, hinder, or interfere with the work of other contractors, or that of the District, its Architect and Construction Manager. Contractor also expressly agrees that in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the Contractor expressly waives any remedy against the District, its Architect and Construction Manager on account of delay, hindrance, interference or other such events caused by a separate contractor.

- b. If any part of Contractor's work depends upon the work of a separate contractor, Contractor shall inspect such other work and promptly report in writing to the District and Architect any defects in such other work that render it unsuitable to receive the work of Contractor. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor's work, except as to defects which the Contractor could not have detected through the reasonable inspection of the other contractor's work prior to the execution of Contractor's work.
- c. If Contractor is aware of a current or potential conflict between Contractor's work and the work of another contractor on the site, and is unable to informally resolve the conflict directly with the other contractor, Contractor shall promptly provide written notice to the District, with a copy to the Architect and the other contractor, specifying the nature of the conflict, the date upon which the conflict arose, and the steps taken to attempt to resolve the conflict. The District may issue written instructions to address the conflict.
- d. If, through Contractor's negligence, any other contractor or subcontractor shall suffer loss or damage to the work, Contractor shall make a reasonable effort to settle with such other contractor and subcontractor by agreement or arbitration. If such other contractor or subcontractor shall assert any claim against the District or Architect, on account of any damage alleged to have been so sustained, the District or Architect shall notify the Contractor, who shall defend such proceedings at Contractor's own expense and save harmless and indemnify the District and the Architect from any such claim.

26. SUBMITTALS: SHOP DRAWINGS, CUTS AND SAMPLES

- a. Five (5) copies of shop drawings, brochures and cuts and samples in quantities specified by the Architect shall be submitted to the Architect for all items for which they are required by the plans and Specifications. Prior to transmittal, the Contractor shall examine all submittals for accuracy and completeness in order to verify their suitability for the work and compliance with the Contract Documents and shall sign and date each submittal. Submittals shall be made sufficiently before the items are required for the work so as to cause no delay and shall be in accordance with the Project construction schedule.

- b. In addition to information furnished as common practice, submittals shall contain the Roofing and location, Contractor's name and address, Subcontractor's or supplier's name and address, date of submittal and any revisions, and reference to appropriate specification section, and/or drawing and detail numbers. The Contractor and/or the Subcontractors shall verify in the field all dimensions and relationships to adjacent work necessary to ensure the proper fit of the items submitted. If necessary, the Contractor shall make any corrections required and resubmit with all due haste in the same number as initially required.
- c. Review of submittals, shop drawings, cuts or samples by the District or Architect shall not relieve the Contractor from complying with the requirements of the Contract Documents.
- d. Any materials or equipment installed without approval shall be at the Contractor's own risk, and Contractor may be required to remove any such materials or equipment and install the specified items at Contractor's own cost, including repairs to adjacent work.

27. PAYMENTS

a. Cost Breakdown:

Prior to submitting Contractor's first request for payment, the Contractor shall prepare and submit to the Architect and District a cost breakdown (schedule of values) showing the major work items for each trade or operation required in construction of the Project. The work items shall be sufficiently detailed to enable the Architect to accurately evaluate the completion percentages requested by the Contractor. The cost for each work item shall include overhead and profit. The total of all work item costs shall equal the amount of the Contract.

b. Scope of Payment:

Payment to the Contractor at the unit price or other price fixed in the Contract for performing the work required under any item or at the lump sum price fixed in the Contract for performing all the work required under the Contract shall be full compensation for furnishing all labor, materials, equipment and tools necessary to the work, and for performing and completing, in accordance with the Specifications, all work required under the item or under the Contract, and for all expense incurred by the Contractor for any purpose in connection with the performance and completion of the work.

c. Progress Payments:

The Contractor will, on or about the last day of each month, make an estimate of the value of the work completed by Contractor in the performance of the Contract. These estimates shall be subject to the review and approval of the Architect. The first such estimate will be of the value

of the work completed after the Contractor commenced the performance of the Contract, and every subsequent estimate, except the final estimate, will be of the value of the work completed since the immediately preceding estimate. Such estimates will be based on labor, materials and equipment incorporated into the work, and items of materials and equipment delivered to the Project. The Contractor shall be responsible for the security and protection of such materials and equipment delivered to the Project and not incorporated in the work. Within thirty (30) calendar days after the approval of each estimate for progress payment, the District will pay to the Contractor an amount equal to ninety-five (95) percent of the approved estimate, unless a different retention percentage is stated in the Notice to Bidders, in which case that percentage applies. Payments may at any time be withheld if in the judgment of the District the work is not proceeding in accordance with the Contract Documents, the Contractor is not complying with the requirements of the Contract, stop notices have been timely filed, the estimate contains an error, or the District has incurred costs or requests reasonable financial assurances regarding defective work by the Contractor.

d. Final Payment:

Within thirty (30) days after all required work is fully completed in accordance with the Contract Documents, the Contractor shall submit a final invoice for the total value of the work completed in accordance with the Contract, which shall be subject to review and approval by the District. As required by law, District shall pay Contractor the unpaid balance of the Contract price of the work, or the whole Contract price of the work if no progress payment has been made, determined in accordance with the terms of the Contract, less such sums as may be lawfully retained under any provision of the Contract, including, but not limited to, amounts retained as liquidated damages, for stop notices, for third-party claims for which the Contractor is required to indemnify the District, for defective work and costs incurred by the District in connection therewith, or for other such claims and damages attributable to the Contractor ("Final Payment"). Prior progress estimates and payments are subject to correction in the Final Payment. Tender of the Final Payment shall constitute denial by the District of any unresolved claim. Contractor's acceptance of the Final Payment shall operate as a full and final release to the District and its agents from any and all unasserted claims Contractor has, or may have, related to this Contract. Pursuant to California Public Contract Code §7107, if there is any dispute between the District and the Contractor at the time that disbursement of the Final Payment is due, the District may withhold from disbursement of the Final Payment an amount not to exceed one hundred fifty percent (150%) of the amount in dispute.

e. Payments Do Not Imply Acceptance of Work:

The granting of any progress payment or payments by the District or the receipt thereof by the Contractor shall not constitute acceptance of the work or of any portion thereof, and shall in no way lessen the liability of the Contractor to replace unsatisfactory work or material, whether or not the

unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

f. Retention of Sums Charged Against Contractor:

It is mutually understood and agreed that when under any provision of this Contract the District shall charge any sums of money against the Contractor, the amount of such charge shall be deducted and retained by the District from the amount of the next succeeding progress estimate, or from any other monies due or that may become due the Contractor on account of the Contract. If on completion or termination of the Contract such monies due the Contractor are found insufficient to cover the District's charges against the Contractor, the District shall have the right to recover the balance from the Contractor or the Contractor's Sureties.

g. Release:

The Contractor and each assignee under an assignment in effect at the time of Final Payment shall, if required by the District, execute and deliver at the time of Final Payment and as a condition precedent to Final Payment, a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by the District, discharging the District, its officers, agents and employees of and from liabilities, obligations and claims arising under this Contract.

h. Payment to Subcontractors and Suppliers:

The Contractor shall pay each Subcontractor and supplier promptly on receipt of each progress payment from the District for the materials, labor and equipment delivered to the site or incorporated in the work by each Subcontractor during the period for which the progress payment is made, less any retention as provided above.

i. Stop Notice Costs:

The District reserves the right to charge the Contractor or Surety, or to withhold from release of retention, all costs incurred by the District, including attorney's fees, for processing and defending stop notice claims.

28. MODIFICATIONS OF CONTRACT

a. Changes in the Work:

- 1) The District, before the date of acceptance of the work, may, without notice to the Sureties, order changes in the work ("Modifications"), may order extra materials and extra work in connection with the performance of the Contract, and the Contractor shall promptly comply with such orders. All Modifications must be approved by DSA and the State Fire Marshall, if applicable, as required by law.

- 2) If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the Contract shall be increased or decreased by such amount as represents the reasonable and proper allowance for the increase or decrease in the cost of the work in accordance with the provisions of this Article, and any other applicable terms of the Contract, including, but not limited to, the Contractor's schedule of values and the price for allowances, if any. Except as provided by law, the total cost of all Modifications shall not exceed ten (10) percent of the original Contract price.
- 3) In the case of a disputed work item, the District may direct the Contractor to perform the disputed work at no additional cost to the District on the grounds that the work is adequately indicated in the Contract Documents, and therefore already included in the Contract price. If the Contractor maintains that the disputed work represents a modification to the Contract, Contractor may submit a claim in accordance with Article 50, Resolution of Construction Claims. Notwithstanding any dispute regarding the requirements of the Contract Documents, Contractor shall promptly and fully comply with the District's directive. Contractor's failure to do so shall be deemed a material breach of this Contract, and in addition to all other remedies, District may, at its sole discretion, hire another contractor and/or use its own forces to complete the disputed work at Contractor's sole expense, and may deduct the cost of such work from the Contract price.

b. Cost Breakdown:

When the Modification is proposed, the Contractor shall furnish a complete breakdown of actual costs of both credits and extras, itemizing materials, labor, taxes, overhead and profit. Subcontract work shall be so indicated. All costs must be fully documented. The following limitations shall apply:

- 1) Limitations Where Contract Price Changes are Involved:
  - (a) Overhead and Profit for the Contractor. The Contractor's overhead and profit on the cost of subcontracts shall be a sum not exceeding ten percent (10%) of such costs. The Contractor's overhead and profit on the costs of work performed by the Contractor shall be a sum not exceeding fifteen percent (15%) of such costs. Overhead and profit shall not be applied to the cost of taxes and insurance by Contractor or Subcontractors or to credits. No processing or similar fees may be charged by the Contractor in connection with the Modification. "Overhead and profit" shall include all plant, equipment rental and repair, project management, field coordination, job site project supervision and indirect labor and materials.

- (b) Bond Premiums. The actual rate of bond premiums as paid on the total cost (including taxes) will be allowed, but with no markup for profit and overhead.
- (c) Taxes. State and city sales taxes should be indicated. Federal excise tax shall not be included. (District will issue an exemption on request.)

2) Change Order Certification:

All change orders and requests for proposed change orders shall be deemed to include the following certification by the Contractor:

“The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the Contract price specified for each item and as to the extension of time allowed, if any, for completion of the Project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code §§12650 *et seq.* It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the Board of Education of the District.

“It is expressly understood that the value of the extra work or changes expressly includes any and all of the Contractor’s costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included herein are deemed waived.”

c. Unit Prices, Schedule of Values, or Allowances:

Where Unit Prices, a Schedule of Values, and/or Allowances are required by the Contract Documents, that pricing shall govern in computing any additions to or deductions from the Contract price on account of any added or omitted work. Unit Prices listed in the original bid include all costs and no addition of any description will be allowed.

d. Time and Materials:

If it is impractical, because of the nature of the work, or for any other reason, to fix an increase in price in advance, the Change Order may fix a maximum price which shall not under any circumstances be exceeded, and subject to such limitation, such alteration, modification or extra shall be paid for at the actual necessary cost as determined by the sum of the following items (1) to (5) inclusive:

- materials.
- 1) Labor, including premium on compensation insurance and charge for Social Security taxes, and other taxes pertaining to labor.
  - 2) Material, including sales taxes and other taxes pertaining to
  - 3) Plant and equipment rental, to be agreed upon in writing before the work is begun. No charge for the cost of repairs to plant or equipment will be allowed.
  - 4) Overhead and profit computed at fifteen percent (15%) of the total of Items (1) to (3) inclusive.
  - 5) The proportionate cost of premiums on bonds computed at one and one-half percent (1-1/2%) of the total of items (1) to (4) inclusive.

If the Time and Materials work is done by a Subcontractor, the amount shall be determined as set forth above under items (1) to (5) inclusive. The Contractor's overhead and profit on the costs of subcontracts (exclusive of taxes and insurance) shall not exceed ten percent (10%) of such costs.

The District reserves the right to furnish such materials as it may deem expedient, and no allowance will be made for profit thereon. The above-described methods of determining the payment for work and materials shall not apply to the performance of any work or the furnishing of any material which, in the judgment of the District, may properly be classified under items for which prices are established in the Contract.

e. Oral Modifications:

No oral statements of any person shall in any manner or degree modify or otherwise affect the terms of the Contract.

29. INDEMNITY

Contractor shall defend with counsel acceptable to the District, indemnify and hold harmless to the full extent permitted by law, the District and its Board of Education, officers, agents, Architect, construction manager, employees and volunteers from and against any and all liability, loss, damage, claims, expenses, fines, judgments and costs (including, without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Project or its failure to comply with any of its obligations contained in these Contract Documents, except such Liability caused by the active negligence, sole negligence or willful misconduct of the District. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work. Pursuant to Public Contract Code § 9201, District shall timely notify Contractor of receipt of any third-party claim relating to this Project.

30. WARRANTY OF TITLE

Contractor warrants that title to all work, materials or equipment included in a request for payment shall pass and transfer to the District whether or not they are installed or incorporated in the Project, free from any claims, liens or encumbrances, when such payment is made to the Contractor. Contractor further warrants that no such work, materials or equipment have been purchased for work under the Contract subject to an agreement by which an interest therein or an encumbrance thereon is retained by the seller or supplier.

31. USE OF COMPLETED PARTS OF THE WORK BEFORE ACCEPTANCE

Whenever the work or any part thereof is in a condition suitable for use, and the best interest of the District requires such use, as determined by the District, the District may take possession of, connect to, open for public use, or use the work or a part thereof. When so used, maintenance and repairs due to ordinary wear and tear or vandalism will be made at District's expense. The use by the District of the work or part thereof as contemplated in this section shall in no case be construed as constituting acceptance of the work or any part thereof, including, but not limited to, the right to assess liquidated damages. Such use shall neither relieve the Contractor of any of Contractor's responsibilities under the Contract nor act as a waiver by the District of any of the conditions thereof. Contractor shall continue to maintain all insurance, including Builder's Risk insurance, on the entire Project, and diligently pursue full completion of the work.

32. GUARANTEE AND WARRANTY

- a. By signing this Contract, Contractor agrees to the following guarantee and warranty:

**Guarantee & Warranty**

Contractor hereby guarantees and warrants its work on the Project for a period of two (2) years from the date of the filing of the Notice of Completion as follows.

Contractor shall promptly repair or replace to the satisfaction of the District any or all work that appears defective in workmanship, equipment and/or materials for whatever reason, ordinary wear and tear and unusual abuse or neglect excepted, together with any other work which may be damaged or displaced in so doing.

Contractor agrees to promptly correct and remedy any failure by the Contractor to conform its work, activities and services to the requirements of the Contract Documents.

In the event of the Contractor's failure to comply with the above-mentioned obligations



within the ten (10) calendar days of notice, or sooner if required by an emergency, Contractor hereby authorizes the District to have the defects or deficiencies repaired, remedied, corrected and made good at Contractor's expense, and Contractor shall pay the costs and charges therefore upon demand. The Surety agrees to be responsible for these costs and charges as well.

This guarantee and warranty does not limit any other applicable guarantee or warranty that may be longer.

33. PROTECTION OF WORK AND PROPERTY

- a. The Contractor shall be responsible for each operation and all work on the Project, both permanent and temporary. The Contractor shall protect the work and materials from damage due to negligence, the action of the elements, the carelessness of third parties, vandalism, or any other cause whatsoever, until the final completion and acceptance of the Project. Should improper work by the Contractor be covered by another contractor and damage or defects result, the whole work affected shall be made good by the Contractor to the satisfaction of the Architect and District without expense to the District. The Contractor shall take reasonable care to avoid damage to existing facilities or utilities, whether on the Project or adjacent to it, and Contractor shall be liable for any damage thereto or interruption of service due to Contractor's operations. If the Contractor encounters any facilities or utilities not shown on the drawings or not reasonably inferable therefrom, Contractor shall promptly notify the Architect about them, and shall do no further work which may cause damage to same. If it is determined that some action needs to be taken regarding facilities not shown, the Contractor will be given directives on what action to take, and any additional cost to the Contractor incurred thereby will be handled by Change Order.
- b. The property limits of the area of the Project are indicated on the drawings. Except for work specifically shown or noted, Contractor shall confine Contractor's operations within the indicated property limits. The Contractor shall provide, install, and maintain all shoring, bracing and underpinning necessary to support adjacent property, streets, buildings and structures, that may be affected by building operations for this work; shall serve or cause to be served all legal notices to adjoining property owners that may be necessary for their protection; and shall protect from damage all adjacent buildings, fences, landscaping, and repair or replace any such property damaged in the course of work under the Contract.

34. USE OF ROADWAYS AND WALKWAYS

The Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic by any party entitled to use it. Wherever such interference becomes necessary for the proper and convenient performance of the work and no satisfactory detour route exists, the Contractor shall, before beginning the interference, provide a satisfactory detour, temporary bridge, or other proper facility for traffic to pass around or over the interference and shall maintain it in satisfactory condition as long as the interference continues, all without extra payment unless otherwise expressly stipulated in the Contract Documents.

35. MATERIALS

- a. Unless explicitly stated otherwise, all specified equipment and material comprising the work of this Contract, as being provided or furnished or installed, shall imply the inclusion of all components, hardware and accessories, required for complete installation and satisfactory operation as intended by the manufacturer. Wherever the method of installation of any material is not explicitly specified, the installation shall be as recommended by manufacturer.
- b. Wherever in the Contract Documents it is provided that the Contractor shall furnish materials or equipment for which no detailed specifications are set forth, such materials or equipment shall be new and of the best grade for the purpose for which they will be used when incorporated in the work. Materials specified by reference to a number or symbol of a specific standard, such as A.S.M., Federal Specification, State Standard, Trade Association, or similar standards, shall comply with requirements in the latest revision thereof and any amendment or supplement in effect on the date of the notice to bidders.
- c. None of the materials to be provided furnished or installed on this project shall contain asbestos or any other "hazardous substance" as that term is defined by federal or state law.

36. SUBSTITUTIONS

- a. Wherever in the drawings or Specifications a material or product is called for by trade or brand names or manufacturer and model number, alternative items of equal quality and purpose may be proposed for use by the Contractor, as specified in the Instructions to Bidders. The burden of proof of equality is on the Contractor, and Contractor shall furnish all information and supplies necessary for the Architect and District to make a thorough evaluation of the proposed substitution. The decision about the equality of the proposed substitution is final, and if the proposed substitution is not approved, the Contractor shall install the item called for. Proposed substitutions and any changes in adjacent work caused by them shall be made by the Contractor at no additional cost to the District.

- b. Proposed substitutions shall be submitted sufficiently before actual need to allow time for thorough evaluation. Substitutions shall not be proposed for the reason that submittals were not made early enough to avoid delay. The review of substitutions shall not relieve the Contractor from complying with the requirements of the drawings and Specifications.
- c. In the event Contractor makes substitutions in materials, equipment, or designs, with or without the District's approval, other than those authorized herein, the Contractor shall then assume full responsibility for the effects of such substitutions on the entire Project, including the design, and shall reimburse the District for any charges resulting from such substitutions, including any charges for modifications in the work of other trades, and including any charges for additional design and review, plus reasonable and customary mark-ups.

37. TESTING

- a. Materials, equipment, or other work requiring tests may be specified in the Contract Documents, and they shall be adequately identified and delivered to the site in ample time before intended use to allow for testing. If such materials, equipment or other work should be covered without required testing and approval, they shall be uncovered at the Contractor's expense, including any repairs or replacement resulting therefrom. The Contractor shall notify the District and Architect when and where such materials, equipment or other work are ready for testing, and Contractor shall bear the cost of making them available for testing. The Contractor shall notify the District and Architect sufficiently before the need for testing so as to cause no delay in the work and, in any case, at least forty-eight (48) hours prior to the need for testing.
- b. The cost of initial tests called for will be paid by the District and will be performed by independent testing consultants retained by the District. All other tests and inspections specified or otherwise required to substantiate compliance with specified requirements for quality of material or performance of operation shall be paid for by the Contractor. If retesting or additional testing is necessary because of substandard initial test results, the costs thereof shall be paid by the Contractor, including any repairs or replacement resulting therefrom.

38. INSPECTION

- a. All materials, equipment and workmanship used in the work of the Project shall be subject to inspection or testing at all times and locations during construction and/or manufacture. The District's and Architect's authorized representatives and representatives of other agencies having authority over the work shall have access to the work for the above purposes at all reasonable times and locations. Any material or work found to be unsatisfactory or not according to the Contract Documents shall be replaced with the correct material or work and the defective items promptly removed, all at the Contractor's expense, when directed to do so by any of the above-

named persons having authority over the work. The cost of review time and analysis by the Architect or other District consultants necessitated by incomplete or defective work by the Contractor shall be charged to the Contractor.

- b. Inspection and testing by the District or its representatives shall not relieve the Contractor from complying with the requirements of the Contract Documents. The Contractor is responsible for its own quality control.
- c. Whenever required by the District or Architect, the Contractor shall furnish all tools, labor and materials necessary to make an examination of work in place by uncovering the same. Should such work be found unsatisfactory, the cost of examination and reconstruction shall be paid by the Contractor. Should such work be found satisfactory, the cost of examination and reconstruction of the work shall be paid by Change Order unless the Contractor improperly covered the work before it could be inspected or tested. If the Contractor considers it necessary or desirable to work on Saturday, Sunday or a holiday, Contractor shall seek written approval from the District at least forty-eight (48) hours before the commencement of such work.

### 39. CLEANUP

- a. The Contractor shall maintain the premises and area of the work in a neat and clean condition. No burning of rubbish on site shall be allowed. The Contractor shall control dust on the site by sprinkling at whatever intervals are necessary to keep it laid down and shall take measures to prevent dust and debris from being accidentally transported outside the area of the work.
- b. Final cleaning, such as sweeping, dusting, vacuuming, dry and wet mopping, polishing, sealing, waxing and other finish operations normally required on newly installed work shall be taken to indicate the finished conditions of the various new and existing surfaces at the time of acceptance. Prior to the time of acceptance, all marks, stains, fingerprints, dust, dirt, splattered paint and blemishes resulting from the various operations shall be removed throughout the Project. Stair treads and risers shall be wet-mopped. Glass shall be left clean and polished both inside and outside. Plumbing fixtures and light fixtures shall be washed clean. Hardware and other unpainted metals shall be cleaned and all building papers and other temporary protections shall be removed throughout the building, or portion of the building where Contractor was involved, all to the satisfaction of the Architect and District. The exterior of the buildings, playfields, exterior improvements, and planting spaces and other work areas shall be similarly clean and in good order.

40. CONSTRUCTION WASTE MANAGEMENT REQUIREMENTS

a. Scope:

- 1) This Article includes requirements for the diversion by the Contractor of construction and demolition debris from landfills. The Contractor shall develop and implement a Waste Management Plan as specified herein. The Contractor shall take a pro-active, responsible role in the management of construction and demolition waste and require all subcontractors, vendors, and suppliers to participate in the effort.
- 2) The District has established that this Project shall generate the least amount of waste practicable and that processes shall be utilized that ensure the generation of as little waste as possible due to over-packaging, error, poor planning, breakage, mishandling, contamination or other factors.
- 3) As much of the waste materials as economically feasible shall be reused, salvaged or recycled. Waste disposal in landfills shall be minimized.
- 4) The Contractor is encouraged to use waste hauling companies that separate recyclable materials. The Contractor shall work with its waste haulers in providing other recycling methods as appropriate.
- 5) The Contractor is responsible for implementation of any special programs involving rebates or similar incentives related to the recycling of waste. Revenues or other savings obtained for salvage or recycling accrue to the Contractor.

b. References:

- 1) "Builders' Guide to Reuse and Recycling, A Directory for Construction and Demolition Materials."
- 2) "Construction Site Recycling, a Guide for Building Contractors." For a copy of the guide call 1-888-442-2666 or go to [www.recycleworks.org](http://www.recycleworks.org)
- 3) "Where to Recycle Construction and Demolition Debris" For a copy of the guide call 1-888-442-2666 or go to [www.recycleworks.org](http://www.recycleworks.org)

c. Definitions:

- 1) General: Construction and demolition waste includes products of demolition or removal, excess or unusable construction materials, packaging materials for construction products, and other materials generated during the construction process but not incorporated into the work.

2) “Divert” means to use material for any lawful purpose other than disposal in a landfill or transfer facility for disposal

3) “Recycling Service” means an off-site service that provides processing of material and diversion from a landfill.

4) “Hauler” means the entity that transports construction and demolition debris to either a landfill or a recycling service.

d. Compliance with regulatory requirements:

1) The Contractor shall perform all handling, storage, transportation and disposal of construction debris in compliance with all applicable Federal, State, regional, and local statutes, laws, regulations, rules, ordinance, codes and standards.

2) Nothing stated on the drawings, in this Article 40 or in any other provision of the Contract Documents shall be construed as allowing work that is not in strict compliance with all applicable Federal, State, regional, and local statutes, laws, regulations, rules, ordinances, codes and standards.

e. Performance Requirement:

1) The Contractor shall divert a minimum of fifty percent (50%) of the total Project construction and demolition waste from landfills.

f. Quality Control:

1) General:

i) The Contractor shall not permit materials designated for diversion to become contaminated or to contaminate the site or surrounding areas.

2) Training and Coordination:

i) The Contractor shall designate an on-site party [or parties] who will be responsible for instructing workers and subcontractors, and overseeing and documenting the results of the Waste Management Plan for the Project.

ii) The Contractor shall furnish copies of the Waste Management Plan to all on-site supervisors, each subcontractor, and the District’s representative.

iii) The Contractor shall include construction waste management as an item on the agenda of all progress meetings.

- 3) The Waste Management Plan:
- i) The Contractor shall prepare a Waste Management Plan for diverting the specified percentage of construction debris from landfills, including written and graphic information indicating how the waste will be diverted.
  - ii) Include in the plan both on-site recycling of construction debris and off-site diversion from landfills.
  - iii) Identify the means and methods for collecting and separating each type of debris deemed reusable or recyclable.
  - iv) List the off-site recycling service and hauler of each designated debris item who has agreed to accept and divert that item from the landfill in the proposed quantities anticipated. List the service and hauler company name, address, telephone number, and persons contacted.
  - v) List the name of individuals on the Contractor's staff responsible for waste prevention and management.
  - vi) List the actions that will be taken to reduce solid waste generation, including coordination with subcontractors to ensure awareness and participation.
  - vii) Describe the specific approaches to be used in recycling/reuse of the various materials generated, including the areas on site and equipment to be used for processing, sorting, and temporary storage of wastes.
  - viii) Characterize the waste to be generated, including estimated types and quantities. Name the landfills and/or incinerator to be used.
  - ix) List the specific waste materials that will be salvaged for resale, salvaged and reused on the Project, salvaged and stored for reuse on a future project, or recycled. Recycling facilities that will be used shall be identified by name, location, and phone number.
  - x) Identify the materials that cannot be recycled or reused with an explanation or justification, to be approved by the Architect.

The Contractor shall submit the Plan to the Architect within 10 calendar days after receipt of the Notice to Proceed, or prior to any waste removal, whichever occurs first. The Contractor shall promptly revise and resubmit the Plan as required by the Architect. Review of the Contractor's Waste Management Plan will not relieve the Contractor of responsibility for compliance with applicable environmental regulations or meeting Project diversion requirements.

g. Plan Implementation

- 1) The Contractor shall implement the approved Waste Management Plan.
- 2) The Contractor shall maintain a log of each load and of each category of waste that is diverted from the landfill. The Contractor shall separately log the debris sent to a Class III landfill and materials sent to recycling facilities.
- 3) The Contractor shall include in the log the type of load, load weight, name of the hauling service, recycling service or landfill, and the date accepted by the recycling service or by the landfill.
- 4) The Contractor shall retain and make available all weight tickets and copies of receipts and invoices relating to the implementation of the Plan.
- 5) The District reserves the right to audit the log at any time.

h. Material Handling

- 1) Designate a specific area or areas on site to facilitate the separation of materials for potential reuse, salvage, recycling, and return. Clearly mark bins for each category of waste.
- 2) Keep waste bins and pile areas neat and clean. Do not contaminate non-recyclable waste with materials designated for reuse or recycling.



i. Contractor's Responsibilities

- 1) Provide on-site instruction of the appropriate separation, handling, recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the Project.
- 2) Separate, store, protect, and handle at the site identified recyclable and salvageable waste products in a manner that maximizes recyclability and salvageability of identified materials. Provide the necessary containers, bins and storage areas to facilitate effective waste management. Provide barriers and enclosures around recyclable material storage areas which are non-hazardous and recyclable or reusable and which shall be located away from construction traffic. Provide adequate space for pick-up and delivery. Use cleaning materials that are non-hazardous and biodegradable.

41. INSTRUCTIONS AND MANUALS

Three copies of the maintenance instructions, application/installation instructions and service manuals called for in the Specifications shall be provided by the Contractor. These shall be complete as to drawings, details, parts lists, performance data and other information that may be required for the District to easily maintain and service the materials and equipment installed under this Contract. All manufacturer's application/installation instructions shall be given to the Architect at least ten (10) days prior to first material application or installation of the item. The maintenance instructions and manuals, along with any specified guarantees, shall be delivered to the Architect for review prior to submitting to District, and the Contractor or appropriate Subcontractors shall instruct District's personnel in the operation and maintenance of the equipment prior to final acceptance of the Project.

42. AS-BUILT DRAWINGS

The Contractor and all Subcontractors shall maintain on the work site a separate complete set of contract drawings which will be used solely for the purpose of recording changes made in any portion of the work during the course of construction, regardless of the reason for the change. As changes occur, there will be included or marked on this record set on a daily basis if necessary to keep them up to date at all times. Actual locations to scale shall be identified on the drawings for all runs of mechanical and electrical work, including all site utilities installed underground, in walls, floors, and furred spaces, or otherwise concealed. Deviations from the drawings shall be shown in detail. All main runs, whether piping, conduit, duct work, drain lines, etc., shall be located in addition by dimension and elevation. Progress payments may be delayed or withheld until such time as the record set is brought up to date to the satisfaction of the Architect. The Contractor shall verify that all changes in the work are included in the "AS-BUILT" drawings and deliver the complete set thereof to the Architect for review and approval within thirty (30) calendar days after District's notice of completion. District's acceptance and approval of the "AS-BUILT" drawings are a necessary condition precedent to the release of the final retention.

43. SUBSTITUTION OF SECURITIES

- a. Pursuant to Public Contract Code §22300, Contractor may request in writing that it be allowed at its own expense to substitute securities for moneys withheld by District to ensure performance under this Contract. Only securities listed in Government Code §16430 and 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 Contractor and District shall qualify under this Article. Securities equivalent to the amount withheld shall be deposited with the District or with a state or federally chartered bank in California as the escrow agent. Upon satisfactory completion of the Contract and on written authorization by the District, the securities shall be returned to Contractor. Contractor shall be the beneficial owner of the securities and shall receive any interest thereon. The Contractor may alternatively request District to make payment of retentions earned directly to the escrow agent at the expense of the Contractor.
- b. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for above for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the District. The Contractor shall pay to each Subcontractor, not later than 20 days of receipt of payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention.
- c. Any escrow agreement entered into pursuant to this Article shall comply with Public Contract Code § 22300 and shall be subject to approval by District's counsel.

44. NO DISCRIMINATION

It is the policy of the District that, in connection with all work performed under this public works contract, there shall be no discrimination against any prospective or active employee or any other person engaged in the work because of actual or perceived race, color, ancestry, national origin, ethnic group identification, religion, sex, gender, sexual orientation, age, physical or mental disability, or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code § 12900, Government Code § 11135, and Labor Code §§ 1735, 1777.5, 1777.6 and 3077.5. In addition, the Contractor agrees to require like compliance by all Subcontractors and suppliers.

45. LABOR STANDARDS

a. Work Hours:

In accordance with Labor Code § 1810, eight (8) hours of labor shall constitute a legal day's work under this Contract. Contractor and any Subcontractor shall pay workers overtime pay as required by Labor Code § 1815. The Contractor shall pay each worker, laborer, mechanic or persons performing work under this Contract at a rate not less than the prevailing wage for each craft or classification covering the work actually performed.

b. Penalty:

Contractor shall forfeit to District as a penalty the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor or any Subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one (1) calendar day or more than forty (40) hours per calendar week in violation of Article 3, Division 2, Part 7, Chapter 1 of the California Labor Code.

c. Employment of Apprentices:

Contractor shall comply with Labor Code §§ 1773.3, 1777.5 and 1777.6, and 3077 et. seq., each of which is incorporated by reference into this Contract. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, unless an exception is granted and that Contractors and Subcontractors shall not discriminate against otherwise qualified employees as apprentices on any public works solely on the ground of actual or perceived race, religion, color, national origin, ethnic group identification, sex, gender, sexual orientation, age, or physical or mental disability. Only apprentices who are in training under written apprenticeship occupations shall be employed. The responsibility for compliance with these provisions for all apprenticeable occupation's rests with Contractor.

d. The Contractor shall be knowledgeable of and comply with Labor Code §§ 1727, 1773.5, 1775, 1777, 1777.5, 1810, 1813, 1860, including all amendments thereto; each of these sections is incorporated by reference into this Contract.

46. GENERAL RATE OF PER DIEM WAGES

a. On File:

As required by Labor Code § 1773.2, the District has available copies of the general prevailing rate of per diem wages for workers employed on public work as determined by the Director of the Department of Industrial Relations, which shall be available to any interested party on request. Contractor shall post a copy of the document at each job site.

b. Prevailing Wage Rate:

The Contractor and each Subcontractor shall pay each worker performing work under this Contract at a rate not less than the prevailing wage as defined in Labor Code § 1771 and 1774 and 8 CCR § 16000(a).

c. Penalty:

In accordance with Labor Code § 1775, the Contractor shall forfeit to the District as penalty, the sum of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates, as determined by the Director of the California Department of Industrial Relations, for any work done under this Contract by Contractor or by any Subcontractor. Contractor shall also pay each worker the difference between the stipulated prevailing wages rates and the amount actually paid to such worker.

47. RECORD KEEPING

a. The Contractor agrees to comply with Labor Code §§ 1776 and 1812. The Contractor and each Subcontractor shall keep or cause to be kept an accurate record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week of all workers employed by Contractor in connection with the execution of this Contract or any subcontract thereunder and showing the actual per diem wages paid to each of such workers. These records shall be certified; shall be submitted electronically at least monthly to the Chief of the Division of Labor Standards Enforcement of the Department of Industrial Relations; and shall be open at all reasonable hours to the inspection of the District awarding the Contract, its officers and agents, and to the Chief of the Division of Labor Standards Enforcement of the Department of Industrial Relations, and his or her other deputies and agents.

b. In addition, copies of the above records shall be available as follows:

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 the 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 copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided, the requesting party shall, prior to being provided the records, reimburse the costs of the Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.
- c. The Contractor shall file a certified copy of the records with the entity requesting the records within ten days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.
  - d. The Contractor shall inform the District of the location of the records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
  - e. In the event of noncompliance with the requirements of this section, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after the ten-day period, the Contractor shall, as a penalty to the District, forfeit one hundred dollars (\$100) 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.
  - e. Responsibility for compliance with this provision shall be with the Contractor.

48. PROJECT COMPLETION

- a. When all of the work to be performed under this Contract has been fully completed, the Contractor shall notify the Architect and District, in writing, setting a date for inspection. The Contractor and Subcontractor representatives shall attend the inspection. As a result of this inspection, the Architect will prepare a list of items (“punch list”) that are incomplete or not installed according to the Contract Documents. Failure to include items on this list does not relieve the Contractor from fulfilling all requirements of the Contract Documents.
- b. The Architect will promptly deliver the punch list to the Contractor and it will include a period of time by which the Contractor shall complete all items listed thereon. On completion of all items on the punch list, verified by a final inspection, and all other Contract requirements, so that Final Completion has been achieved to the District’s satisfaction, the District will file a Notice of Completion with the County Recorder. Payment of retention from the Contract, less any sums withheld pursuant to the terms of this Contract or applicable law, shall not be made sooner than thirty-five (35) calendar days after the date of filing of Notice of Completion.
- c. District reserves the right to occupy buildings and/or portions of the site at any time before Completion, and occupancy shall not constitute final acceptance of any part of the Work covered by the Contract Documents, nor shall such occupancy extend the date specified for completion of the Work. Beneficial occupancy of building(s) does not commence any warranty period or entitle Contractor to any additional compensation due to such occupancy, or affect in any way or amount Contractor’s obligation to pay liquidated damages for failure to complete the Project on time.

49. TRENCHING OR OTHER EXCAVATIONS

- a. Excavations or Trenches Deeper than Four Feet:

If the Project involves digging trenches or other excavations that extend deeper than four feet, the following provisions shall be a part of this Contract:

- 1) The Contractor shall promptly, and before the following conditions are disturbed, provide written notice to the District if the Contractor finds any of the following conditions:
  - (a) Material that the Contractor believes may be a hazardous waste, as defined in §25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.
  - (b) Subsurface or latent physical conditions at the site which are different from those indicated or expected.

- (c) Unknown physical conditions at the site of any unusual nature or which are materially different from those ordinarily encountered and generally recognized as inherent in work which the Contractor generally performs.
- 2) In the event that the Contractor notifies the District that Contractor has found any of the conditions specified in subparagraphs (a), (b) or (c), above, the District shall promptly investigate the condition(s). If the District finds that the conditions are materially different or that a hazardous waste is present at the site which will affect the Contractor's cost of, or the time required for, performance of the Contract, the District shall issue a change order in accordance with the procedures set forth in this Contract.
  - 3) In the event that a dispute arises between the District and the Contractor regarding any of the matters specified in Paragraph (2), above, the Contractor shall proceed with all work to be performed under the Contract and the Contractor shall not be excused from completing the Project as provided in the Contract. In performing the work pursuant to this Paragraph, the Contractor retains all rights provided by Article 50 which pertains to the resolution of disputes between the contracting parties.

b. Regional Notification Center:

The Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) days prior to commencing any excavation if the excavation will be conducted in an area that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and/or carried out by the Contractor unless an inquiry identification number has been assigned to the Contractor or any Subcontractor and the Contractor has given the District the identification number. Any damages or delays arising from Contractor's failure to make appropriate notification shall be at the sole risk and expense of the Contractor and shall not be considered for an extension of the Contract time.

c. Existing Utility Lines:

- 1) Pursuant to Government Code §4215, the District assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities located on the construction site at the time of commencement of construction under this Contract with respect to any such utility facilities that are not identified in the plans and Specifications. Contractor shall not be assessed liquidated damages for delay in completion of the Project caused by the failure

of the District or the owner of a utility to provide for removal or relocation of such utility facilities.

- 2) Locations of existing utilities provided by the District shall not be considered exact, but approximate within reasonable margin and shall not relieve Contractor of responsibilities to exercise reasonable care nor costs of repair due to Contractor's failure to do so. The District shall compensate Contractor for the costs of locating and repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and Specifications with reasonable accuracy.
- 3) No provision herein shall be construed to preclude assessment against Contractor for any other delays in completion of the Project. Nothing in this section shall be deemed to require the District to indicate the presence of existing service laterals, appurtenances, or other utility lines, with the exception of main or trunklines, whenever the presence of such utilities on the site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction.
- 4) If Contractor, while performing work under this Contract, discovers utility facilities not identified by the District in the Project plans and Specifications, Contractor shall immediately notify the District and the utility in writing. The cost of repair for damage to above-mentioned visible facilities without prior written notification to the District shall be borne by the Contractor.

d. Prompt Notification:

Contractor understands, acknowledges and agrees that the purpose for prompt notification to the District pursuant to these provisions is to allow the District to investigate the condition(s) so that the District shall have the opportunity to decide how the District desires to proceed as a result of the conditions. Accordingly, failure of Contractor to promptly notify the District in writing, pursuant to these provisions, shall constitute Contractor's waiver of any claim for damages incurred as a result of the conditions.

e. Trenches Five Feet and Deeper:

Pursuant to Labor Code §6705, if the Contract price exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, promptly submit to the District and/or a registered civil or structural engineer employed by the District or Architect, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.



50. RESOLUTION OF CONSTRUCTION CLAIMS

- a. Notwithstanding any other language in the Contract Documents, claims between the District and the Contractor shall first be resolved using the procedures set forth at Public Contract Code § 9204. “Claims” are defined for this Article, pursuant to Public Contract Code § 9204, as a separate demand by the Contractor for one of the following: a time extension for relief from penalties for delay; payment of money or damages arising from work done; or payment of an amount disputed by the District.
- b. Upon receiving a claim sent by registered or certified mail, the District must review and provide a written response within forty-five (45) days that identifies the disputed and undisputed portions of the claim. The forty-five (45) day period to respond may be extended by mutual agreement. The claim is deemed rejected in its entirety if the District does not issue a response. Any payment due on an undisputed portion of the claim must be processed within sixty (60) days after the District’s response. If a claimant disputes the District’s response or lack thereof, the claimant may demand to meet and confer for settlement of the issues in dispute. Any portion of a claim that remains in dispute after a meet and confer conference will be subject to nonbinding mediation process, as described in Public Contract Code § 9204. Undisputed and unpaid claims accrue interest at 7% per annum. A subcontractor or lower tier subcontractor may make a claim to the District through the Contractor, as specified in Public Contract Code § 9204. However, the procedures in this section shall not supersede the requirements of the Contract Documents with respect to the Contractor’s notification to the District of such claim or extend the time for the giving of such notice as provided in the Contract Documents.
- c. Public work claims of \$375,000 or less between the Contractor and the District are subject to the provisions of Article 1.5 (commencing with § 20104) of Chapter 1 of Part 2 of the Public Contract Code (“Article 1.5 claim”). For purposes of this Article, “public work” has the same meaning as set forth in Civil Code §§ 3100 and 3106.
- d. All claims shall be submitted on or before the date of the Final Payment and shall include all documents necessary to substantiate the claim. District shall respond in writing within 45 days of receipt of claim if the claim is less than or equal to \$50,000 (“\$50,000 claim”) or within 60 days if the claim is over \$50,000 but less than or equal to \$375,000 (“50,000 - \$375,000 claim”). In either case, District may request in writing within 30 days of receipt of claim any additional documentation supporting the claim or relating to any defenses to the claim which the District may have against the Contractor. Any additional information shall be requested and provided upon mutual agreement of the District and the Contractor. District’s written response to the claim shall be submitted to Contractor within 15 days after receipt of the further documentation for \$50,000 claims or within 30 days after receipt of the further documentation for \$50,000 - \$375,000 claims or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

- e. Within 15 days of receipt of the District's response, if Contractor disputes the District's written response, or within 15 days of the District's failure to respond within the time prescribed, the Contractor shall provide written notification to District demanding an informal conference to meet and confer to be scheduled by District within 30 days. Following the meet and confer conference, if any claim or portion remains in dispute, the Contractor may file a claim as provided in Government Code § 900 et seq. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim pursuant to this section until the time that claim is denied as a result of the conference process, including any period of time utilized by the meet and confer process.
- f. Pursuant to Public Contract Code § 20104.2(f), this section does not apply to tort claims and does not change the period for filing claims or actions specified by Government Code § 900 et seq.
- g. If a civil action is filed, within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within 15 days, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days of the commencement of the mediation unless time is extended upon a good cause showing to the court or by stipulation of the parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- h. If the matter remains in dispute, the case shall be submitted to judicial arbitration as set forth in Public Contract Code § 20104.4(b)(1) - (b)(3).
- i. For any claim in excess of \$375,000, the Contractor and the District shall follow the same process as for an Article 1.5 claim. The District will forward a response within 60 days of submittal of any such claim. Judicial arbitration is not required for claims in excess of \$375,000.
- j. In addition, for all unresolved claims that the Contractor wishes to pursue, the Contractor shall file a timely claim pursuant to the Government Claims Act and shall otherwise comply with the procedures set forth in that Act prior to commencing any litigation against the District. The accrual date for any such claim is the date the dispute or controversy first arose regarding the issues raised in the claim.
- k. "The date of Final Payment," as used in this Article 50, means the date the public entity is required to release retention proceeds in accordance with Public Contract Code § 7107 regardless of whether any payment is made to the Contractor at that time.

- l. The claims required by this Article are jurisdictional and conditions precedent to the commencement of any further legal proceedings. Strict compliance with all filing deadlines is mandatory.

51. DISABLED VETERANS PARTICIPATION GOALS

In accordance with Education Code § 17076.11, this District has a participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent (3%) per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 (the "Act") for construction or modernization and expended each year by the District. If the Project is funded in whole, or in part, by funds allocated to the District pursuant to the Act, prior to, and as a condition precedent for final payment under any contract for such project, the Contractor shall provide appropriate documentation to the District identifying the amount paid to DBVE in conjunction with the Contract, so that the District can assess its success at meeting this goal.

52. RETENTION OF DVBE RECORDS

The Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. The Contractor agrees to provide the State or the District with any relevant information requested and shall permit the State or District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. The Contractor agrees to maintain such records for a period of three years after final payment under the Contract.

53. FINGERPRINTING

District Determination of Fingerprinting Requirement Application

The District has considered the totality of the circumstances concerning the Project and has determined that the Contractor and Contractor's employees (which includes Subcontractor employees):

  X   are subject to the requirements of Education Code § 45125.2 and Paragraph (a) below, is applicable.

       are not subject to the requirements of Education Code § 45125.2, and Paragraph (b) below, is applicable.

- a. Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving More than Limited Contact with Students (§ 45125.2)

By execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school facility where the Contractor and/or Contractor's employees will have more than limited contact with students and the services to be provided do not constitute an emergency or

exceptional situation. In accordance with Education Code § 45125.2 the Contractor shall, at Contractor's own expense, (1) install a physical barrier to limit contact with students by Contractor and/or Contractor's employees, and/or (2) provide for the continuous supervision and monitoring of the Contractor and/or Contractor's employees by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice, and/or (3) provide for the surveillance of the Contractor and Contractor's employees by a District employee.

- b. Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving Only Limited Contact With Students (§ 45125.2)

By execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation or repair of a school facility involving only limited contact with students. Accordingly, the parties agree that the following conditions apply to any work performed by the Contractor and Contractor's employees on a school site: (1) Contractor and Contractor's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Contractor and Contractor's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, Contractor and Contractor's employees shall not change locations without contacting the school office; (4) Contractor and Contractor's employees shall not use student restroom facilities; and (5) If Contractor and/or Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

#### 54. LABOR COMPLIANCE MONITORING

The project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. In accordance with Labor Code § 1771.1, all bidders, contractors and subcontractors working at the site shall be duly registered with the Department of Industrial Relations at time of bid opening and at all relevant times. Proof of registration shall be provided as to all such contractors prior to the commencement of any work. Contractor shall coordinate with the Architect to ensure the Department of Industrial Relations is advised of the award of the construction contract in a timely manner by filing form PWC-100 with the Department of Industrial Relations after award of the contract.

55. DRUG-FREE WORKPLACE CERTIFICATION

Contractor certifies all of the following:

- 1) Contractor is aware of the provisions and requirements of California Government Code §§ 8350 et seq., the Drug Free Workplace Act of 1990.
- 2) Contractor is authorized to certify, and does certify, that a drug free workplace will be provided by doing all of the following:
  - a) Publishing a statement notifying all employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for a violation of the prohibition;
  - b) Establishing a drug-free awareness program to inform employees about all of the following:
    - (i) The dangers of drug abuse in the workplace;
    - (ii) Contractor's policy of maintaining a drug-free workplace;
    - (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
    - (iv) The penalties that may be imposed upon employees for drug abuse violations;
  - c) Requiring that each employee engaged in the performance of Work on the Project be given a copy of the statement required by subdivision (a), above, and that as a condition of employment by Contractor in connection with the Work on the Project, the employee agrees to abide by the terms of the statement.
- 3) Contractor understands that if the District determines that Contractor has either:
  - (a) made a false certification herein, or
  - (b) violated this certification by failing to carry out and to implement the requirements of Government Code §§ 8350 et seq.,the Contract is subject to termination, suspension of payments, or both. Contractor further understands that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of Government Code §§ 8350, et seq.

56. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted, and this Contract shall be read and enforced as though it were included, and if through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party the Contract shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this Contract.

57. GENERAL PROVISIONS

a. Assignment and Successors:

Neither party may transfer or assign its rights or obligations under the Contract Documents, in part or in whole, without the other party's prior written consent. The Contract Documents are binding on the heirs, successors, and permitted assigns of the parties hereto.

b. Third Party Beneficiaries:

There are no intended third-party beneficiaries to the Contract.

c. Choice of Law and Venue:

The Contract Documents shall be governed by California law, and venue shall be in the Superior Court of the county in which the project is located, and no other place.

d. Severability:

If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Contract Documents shall remain in full force and effect.

e. Entire Agreement

The Contract Documents constitute the final, complete, and exclusive statement of the terms of the agreement between the parties regarding the subject matter of the Contract Documents and supersedes all prior written or oral understandings or agreements of the parties.

f. Waiver:

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or

remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

g. Headings

The headings in the Contract Documents are included for convenience only and shall neither affect the construction or interpretation of any provision in the Contract Documents nor affect any of the rights or obligations of the parties to the Contract.

58. INDEPENDENT CONTRACTOR

This Agreement is not a contract of employment between District and Contractor. At all times the Contractor shall be deemed and act as an independent contractor and is not authorized to bind District to any contracts or other obligations. District and Contractor agree that (a) Contractor will remain free from the control and direction of the District in connection with the performance of the Services; (b) the scope of work contemplated by this Agreement is outside the usual course of the District's business; and (c) Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as the Services performed under this Agreement.

59. COVID-19 PANDEMIC

Contractor shall at all times comply with any and all state, local, and federal regulations regarding the COVID-19 pandemic at Contractor's own expense, including but not limited to phased reopening and access to the site, wearing masks or other personal protective equipment, social distancing, and any resulting or related reduction in site capacity.

--END GENERAL CONDITIONS--

## **7. SPECIAL CONDITIONS**

- A. **Time of Performance.** The Contractor shall mobilize and commence work on the Project on the date specified in the Agreement. The Contractor shall complete the project within the period specified in the Agreement and in accordance with the schedule for the Project developed for the District. Contractor acknowledges and agrees that the duration stipulated herein is adequate and reasonable for the size and scope of the Project.
1. Contractor shall complete work under this Contract as identified in the Specifications/Scope of Work.
  2. The Contractor acknowledges that it fully understands the Project work to be performed has been scheduled by the District for a specific time period. In addition, the Contractor acknowledges that it fully understands that scheduling has been established for this Project in order to promote the best usage of school facilities and to timely provide an appropriate learning environment for students to the fullest extent possible. With these understandings in mind, pursuant to the General Conditions regarding the District's Right to Terminate Contract, it is acknowledged and understood by the Contractor that it is a substantial violation of the Contract for the Contractor to fail to provide all submittals in the time specified and identified. Furthermore, it is acknowledged and understood by the Contractor that it is a substantial violation of the Contract for the Contractor to fail to provide a full work crew or properly skilled workers with proper and sufficient materials and equipment from the first day of Project work scheduled.
- If the site will not be available after the scheduled start date, Contractor shall utilize this time period for administrative tasks and initial mobilization and shall coordinate such activities with District.
- B. **Documents Furnished.** The number of copies of deliverables, drawings and specifications to be furnished by Contractor free of charge to OUSD, per Article 3 of the General Conditions, one set.
- C. **Future Work:** All future work awarded from this bid shall be coordinated with the District's Facilities/Maintenance Director or his or her designee and the Contractor. No work shall be started until scheduling has been agreed upon by all parties.
- D. **Liquidated Damages – Contract Submittals:** If the executed Contract and required bonds and certificates of insurance are not received by the District prior to the scheduled start date, the agreed liquidated damages established in the General Conditions is Five Hundred Dollars (\$500.00) per day for each calendar date the start date is delayed.

**Liquidated Damages – Time of Completion:** If work under this Contract is not ready for the intended use within the specified time period, the agreed liquidated



damages established in the General Conditions is Five Hundred Dollars (\$500.00) per day for each calendar date completion is delayed.

E. **Certification Requirements:** The Contractor or subcontractor must be certified by the factory or manufacturer to install any equipment or other products that may require a certification. Such certifications must be obtained prior to submittal of the bid.

F. **Time of Work Restrictions:** The worksite will be available Monday through Saturday, from 7 AM to 5 PM. This schedule is subject to change as the needs of the District require, and would be scheduled with the District's Facilities/Maintenance Director or his or her designee.

G. **Project Schedule:**

Anticipated Start Date: August 23, 2022

Anticipated Completion Date: T.B.D, 2023

H. **Executed Copies.** *The number of executed copies of the Contract, the Performance Bond, and the Payment Bond for Public Works required is Two (2).*

I. **License Classification.** *Each bidder shall be a licensed Contractor pursuant to the Business and Professions Code and shall be licensed in the following classification:*  
**C-20 – Warm-Air Heating, Ventilating and Air-Conditioning Contractor**

J. **Fingerprinting.** *Pursuant to the provisions of Article 25 of the General Conditions, the District determination of fingerprinting requirement application follows:*

*The District has considered the totality of the circumstances concerning the project and has determined that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 and are subject to Paragraph (b) of Article 24 of the General Conditions.*

K. **Allowances.** *Include the following allowance amounts in this bid. The following allowances will be used only at the discretion of the District. \$15,000. If additional work is requested by the District, the price for such work will be negotiated in accordance with Article 50, Changes and Extra Work, of the General Conditions. Allowance amounts not used by the District will be deducted from the contract amount by Change Order. Include allowance amount in bid.*

L. **Self-Performance.** The contractor must perform at least ten percent (10%) of the work with its own forces, installing materials that will become a permanent part of the work. Ten percent (10%) of the work means 10% of the total value of the contract work in place, excluding the costs of Bonds, insurances, mobilizations,

other general conditions, and supervision. Procurement of materials for use by subcontractors will not count toward the 10%. Own forces means direct employees of the contractor. Identify the work you will be performing with your own forces in the subcontractor listing form, Document 00430, and submit within 48 hours after bid opening.

- M. **Bid Protests.** Bidders must submit bid protests within three (3) calendar days of the notice of intent to award the contract or such protests shall be rejected as untimely. If the last day to submit a bid protest falls on a weekend or holiday, the bid protest deadline shall be extended to the next business day. Bid protests must be in writing and contain the name and address of the bidder, the name(s) of the bidder whose bid(s) are the subject of the bid protest, the legal and factual basis for the protest, and any supporting documentation related to the protest. Bid protest(s) must be submitted to: Oceanside Unified School District, Purchasing Department, Attn: Chris Altstatt, 2111 Mission Avenue, Building A, Oceanside, CA 92058, email: christopher.altstatt@oside.us.
  
- N. **Trailer Moves.** Trailers on sheet PHASE - 0 of the Phasing Plans and indicated with the note "TRAILERS TO BE MOVED BY OTHERS" will be moved over the period of time extending from XXXX XX,20XX, through YYYY YY,20YY. (N/A)
  
- O. **Restricted Entry and Exit from School.** Contractor and its employees and subcontractors and their employees shall not enter or exit the site from X:XX am to Y:YY am and from X:XX pm to X:XX pm on weekdays. Deliveries to contractor or subcontractors, either entering into the school or exiting from the school, shall not occur from X:XX am to Y:YY am and from X:XX pm to X:XX pm on weekdays. (N/A)
  
- P. **Project Site Security, Access, and Temporary Fence.** Contractor shall be responsible to ensure that only authorized personnel enter the project site. The Construction Manager shall provide the contractor with list of authorized personnel in addition to contractors and subcontractors workers. Contractor shall be responsible to provide whatever personnel may be needed to ensure that This requirement is met.

Playfields may be accessible to the public. OUSD Maintenance and Operations will be on Site to perform maintenance and cleaning of facilities not in Contract.

Contractor vehicles, subcontractor vehicles and delivery vehicles shall not exceed 5 mph when operating on school property.

Contractor shall provide spotter for all contractor, subcontractor and delivery vehicles operating on school property and outside of the contractor's fenced work area. The spotter shall walk ahead of the vehicle in the direction of vehicle travel to insure no student or school employee is in the path of vehicle travel. Spotter shall signal the vehicle to stop should student or school employee be in the immediate path of the vehicle. The vehicle shall remain stopped until no student or school employee remains in the immediate path of the vehicle. Provide fencing with screen cloth around all work areas.

- Q. **Contractor Parking.** When parking on the school campus, contractor parking shall remain within the fenced construction area shown on the fencing plan.
- R. **Construction Traffic Access.** All construction traffic shall be limited to site access via Discuss with Facilities/Maintenance Director only.
- S. **Construction Traffic Hours.** No construction traffic shall be allowed between the peak traffic hours of 4:00 pm and 6:00 pm.
- T. **Haul Route.** A haul route permit shall be obtained at least (7) days prior to the start of hauling operations and must be approved by the City of Oceanside Transportation Manager. Hauling operations shall be limited to the hours between 8:00 am to 3:30 pm Monday through Friday unless approved otherwise. Hauling access in the project shall be discussed with Facilities/Maintenance Director. No trucks shall use any other residential street in the area. Contractor shall pay for haul route permit.
- U. **Project Management Information System.** The Contractor shall use the District's Project Management Information System (Prolog Website) to submit and review responses to Requests for Information (RFIs) and to submit Daily Work Journals with information to include but not limited to descriptions of work, manpower and equipment. All sketches, attachments, etc. for RFIs shall be sent electronically via the Prolog Website. Accessing the District's Project Management Information System shall be via the internet using a personal computer running Microsoft Windows 2000 or later operating system and Microsoft Internet Explorer, version 7.0 or later.
- V. **Progress Schedule.** Notwithstanding this provision of **Section – 01310**, Contractors shall not be required to provide a cost and manpower loaded CPM schedule. Contractor shall be required to provide a bar chart showing activity start and end dates, expected durations and any dependencies.
- W. **Shop Fabrication Outside of Area:** The added cost of shop fabrication inspection and material testing outside of the State of California or outside a 150 mile radius from the Project site will be paid by the District and back charged to the Contractor.
- X. **Salvage.** The following will be salvaged by the District at the District's option:  
TBD
- Y. **Notice.** Provide Forty Eight (48) hours' notice to Construction Manager before cutting off any power or water.
- Z. **Phasing Plans.** See XXXXX for the phasing plans. (N/A)

**8. SPECIFICATIONS**

**BID NO. 2024-01-025B / Transportation Heavy Duty Scissor Lift**

all in strict conformity with the drawings and specifications and other Contract Documents, including addenda nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, on file at the office of the said District, for the following scope of work and the time and materials section below:

***SCOPE OF WORK***

***See Bid Form Scope of Work***

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

- 2. Bidder certifies that he is licensed in accordance with the law providing for the registration of Contractors, License No. \_\_\_\_\_, Expiration Date \_\_\_\_\_, Class of License \_\_\_\_\_. If the bidder is a joint venture, each member of the joint venture must include the above information.

- 3. Pursuant to Section 7103.5 of the Public Contract Code submitting a bid to the District, the bidder offers and agrees that if the bid is accepted, it will assign to District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 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 purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

Proper Name of Bidder \_\_\_\_\_

Address \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

Date \_\_\_\_\_

**NOTE:** *If bidder is a corporation or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, the bidder's signature shall be placed above. If bidder is a corporation, affix corporation seal.*

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

Proper Name of Bidder \_\_\_\_\_

By \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

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

Business Address: \_\_\_\_\_

Place of Residence: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

**SUBSTITUTION REQUEST FORM**

Pursuant to Public Contract Code Section 3400, bidder hereby requests substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

<u>Specified Items</u>	<u>Requested Substituted Items</u>	<u>Agree to Provide Specified Item In the Event Request is Denied<sup>1</sup> (circle one)</u>	<u>District Decision on substitution Request (circle one)</u>
1. _____	_____	Yes No	Grant Deny
2. _____	_____	Yes No	Grant Deny
3. _____	_____	Yes No	Grant Deny
4. _____	_____	Yes No	Grant Deny
5. _____	_____	Yes No	Grant Deny
6. _____	_____	Yes No	Grant Deny
7. _____	_____	Yes No	Grant Deny
8. _____	_____	Yes No	Grant Deny
9. _____	_____	Yes No	Grant Deny

---

<sup>1</sup> Bidder must state whether bidder will provide the Specified Item in the event that District denies the request for substitution. If bidder states that bidder will not provide the Specified Item in the event their request for substitution is denied, bidder’s bid may be considered nonresponsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder’s request for substitution is denied, bidder shall execute the Agreement and provide such Specified Item(s) and if bidder fails to execute the Agreement with the Specified Item(s), bidder’s bond may be forfeited.

**Bidder must submit the following documents with This Bid Form in order to be considered responsive:**

- Bid Form with required attachment (complete)
- Bid Bond
- Designation of Subcontractors
- Non-Collusion Declaration
- DIR Registration Verification
- Bidder References
- Copy of License

Other documents to be submitted with This Bid or within 24-hours after bid opening:

- Workers' Compensation Certificate
- Asbestos-Free Materials Certification
- Recycled Content Certification
- Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
- Equal Opportunity Statement
- Certificate of Non-Debarment

**9. PROJECT FORMS**

**NOTICE OF INTENT TO AWARD**

To:

Project Description: **TRANSPORTATION HEAVY DUTY SCISSOR LIFT**

The District has considered the bid submitted by you for the above described work in response to its Notice to Bidders for the Project.

You are hereby notified that the District intends to accept your bid in the amount of: (\$ \_\_\_\_\_).

You are requested to execute the Contract and furnish the required Performance Bond and Payment Bond using the bond forms provided in the Contract Documents and the required certificates of insurance within ten (10) business days from the date of issuance of this Notice.

If you fail to execute the Contract and to furnish the bonds and insurance within ten (10) business days from the date of issuance of this Notice, the District may consider all your rights arising out of its acceptance of your bid as abandoned and your Bid Bond forfeited. The District will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the District.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

By \_\_\_\_\_  
Authorized District Signature

Receipt of this above Notice of Intent to Award is hereby acknowledged by:

\_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

By \_\_\_\_\_

Title \_\_\_\_\_



**SAMPLE NOTICE TO PROCEED**

To: \_\_\_\_\_

Date: \_\_\_\_\_

**PROJECT: Transportation Heavy Duty Scissor Lift**

You are hereby notified to commence work in accordance with the Contract dated [DATE], on [DATE of COMMENCE WORK], and you shall complete the work \_\_\_\_\_ consecutive calendar days thereafter.

By: \_\_\_\_\_  
Authorized District Signature

**CONTRACTOR'S CERTIFICATE REGARDING  
DRUG-FREE WORKPLACE**

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

- a) Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;
  
- b) Establishing a drug-free awareness program to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace.
  - 2) The person's or organization's policy of maintaining a drug-free workplace.
  - 3) The availability of drug counseling, rehabilitation and employee-assistance programs; and
  - 4) The penalties that may be imposed upon employees for drug abuse violations;
  
- c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq. I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: \_\_\_\_\_

\_\_\_\_\_

Contractor

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

Signature

**CONTRACTOR'S CERTIFICATE REGARDING**  
**ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: \_\_\_\_\_  
\_\_\_\_\_ CONTRACTOR

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

**EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

“I hereby certify to the Oceanside Unified School District that I (if an individual) or we (if a company or corporation) do not discriminate against any employee or applicant for employment because of race, color, sex, religion, or national origin.”

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name of Above

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Company

**CONTRACTOR'S CERTIFICATE REGARDING**  
**PARTICIPATION OF**  
**DISABLED VETERAN BUSINESS ENTERPRISES**

In accordance with Education Code Section 17076.11, the District has a participation goal for Disabled Veteran Business Enterprises of at least three percent (3%) per year of the overall dollar amount of funds allocated by the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school buildings and expended each year by the District. If the Project is funded in whole, or in part, by funds allocated to the District pursuant to the Act, at the time of execution of the contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition precedent for final payment under the contract, the Contractor will provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises pursuant to the contract, so that the District can assess its success at meeting this goal.

I certify that I have read the above and will comply with the anticipated participation of Disabled Veteran Business Enterprises in this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Email

**RECYCLED CONTENT CERTIFICATION**

The undersigned declares that he or she is the person who executed the bid for **2024-01-025B / Transportation Heavy Duty Scissor Lift** (“Project”), and submitted it to the District on behalf of \_\_\_\_\_ (“Contractor”).

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

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

\_\_\_\_\_ % Postconsumer Material                      \_\_\_\_\_ % Secondary Material

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_

\_\_\_\_\_.

\_\_\_\_\_  
Name of Contractor (Print or Type)

By \_\_\_\_\_  
Signature

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

**ASBESTOS-FREE MATERIALS CERTIFICATION**

The undersigned declares that he or she is the person who executed the bid for **2024-01-025B / Transportation Heavy Duty Scissor Lift** (“Project”), and submitted it to the District on behalf of \_\_\_\_\_ (“Contractor”).

*To the best of my knowledge, information and belief, in completing the Contractor’s Work for the Project, no material furnished, installed or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state EPA or federal or state health agencies as a hazardous material.*

*Any disputes involving the question of whether or not material installed with asbestos-containing equipment is settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.*

*All work or materials installed by the Contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District. Decontamination and removal of work found to contain asbestos or work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.*

*The ASBESTOS REMOVAL CONTRACTOR shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the Asbestos Consultant who shall have sole discretion and final determination in this matter.*

*The asbestos consultant shall be chosen and approved by the Construction Manager/Architect or the District who shall have sole discretion and final determination in this matter.*

*The work will be not accepted until asbestos contamination is reduced to levels deemed acceptable by the Asbestos Consultant.*

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

*Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.*

\_\_\_\_\_  
Name of Contractor (Print or Type)

By \_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

**IRAN CONTRACTING ACT CERTIFICATION**

As required by California Public Contract Code Section 2204, the Bidder certifies subject to penalty for perjury that the option checked below relating to the Bidder's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

- The Bidder is not:
  - (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
  - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Agency will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Name of Firm



**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION**  
**CERTIFICATION**

The undersigned does hereby certify to the governing board of the District that (1) he/she is a representative of the Contractor, (2) he/she is familiar with the facts herein certified, (3) he/she is authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

\_\_\_\_\_ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

**Name:** \_\_\_\_\_ **Title:**  
\_\_\_\_\_

\_\_\_\_\_ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan’s Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

Contractor’s responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

On behalf of Contractor:

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Name

**CONTRACTORS CERTIFICATE REGARDING WORKERS' COMPENSATION**  
**FORM**

Labor Code section 3700 in relevant part provides:

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

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public 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.

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(Signature)

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(Print)

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(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.

**CERTIFICATION OF NON-DEBARMENT**

Debarment, Suspension, and other Responsibility Matters:

A. The applicant certifies that it and its principles:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of the certification; and

(d) Have not within a three-year period preceding This application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in This certification, he or she shall attach an explanation to This. It further agrees, by accepting and executing This Agreement, that it will include This language without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the Contractor or any lower tier participant is unable to certify This statement, it shall attach an explanation to This Agreement.

\_\_\_\_\_  
Proper name of Individual, Company or Corporation

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Date \_\_\_\_\_

**ESCROW AGREEMENT FOR SECURITY DEPOSITS**  
**IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into by and between the **Oceanside Unified School District**, hereinafter called "OWNER", and \_\_\_\_\_, hereinafter called "CONTRACTOR", and \_\_\_\_\_, hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the OWNER, CONTRACTOR and Escrow Agent agree as follows:

- (1) Pursuant to section 22300 of the Public Contract Code of the State of California, CONTRACTOR has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by OWNER in the amount \_\_\_\_\_ (\$ \_\_\_\_\_) pursuant to the Construction Contract entered into between the OWNER and CONTRACTOR for **Transportation Heavy Duty Scissor Lift Project** in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) dated \_\_\_\_\_ (hereinafter referred to as the "Contract"). Alternatively, on written request of the CONTRACTOR, the OWNER shall make payments of the retention earnings directly to the escrow agent. When CONTRACTOR deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the OWNER within ten (10) days of deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the OWNER and CONTRACTOR. Securities shall be held in the name of the OWNER, and shall designate \_\_\_\_\_ as the beneficial owner.
- (2) The OWNER shall make progress payments to the CONTRACTOR for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the OWNER makes payments of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the CONTRACTOR until such time as the escrow created under this contract is terminated. The CONTRACTOR may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the OWNER pays the Escrow Agent directly.
- (4) CONTRACTOR shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the OWNER. These expenses and payment terms shall be determined by the OWNER, CONTRACTOR, and Escrow Agent.
- (5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of CONTRACTOR and shall be subject to withdrawal by CONTRACTOR at any time and from time to time without notice to the OWNER.
- (6) CONTRACTOR shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written

authorization from the OWNER to the Escrow Agent that OWNER consents to the withdrawal of the amount sought to be withdrawn by CONTRACTOR.

(7) The OWNER shall have a right to draw upon the securities in the event of default by the CONTRACTOR. Upon seven (7) days' written notice to the Escrow Agent from the OWNER of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the OWNER.

(8) Upon receipt of written notification from the OWNER certifying that the Contract is final and complete, and that the CONTRACTOR has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to CONTRACTOR all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the OWNER and the CONTRACTOR pursuant to sections (5) to (8), inclusive, of this agreement and the OWNER and CONTRACTOR shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

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

On behalf of Owner:

On behalf of Agent:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

[Contractor signatures continue on the following page]

On behalf of Contractor:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

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

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

OWNER

CONTRACTOR

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

*[END OF DOCUMENT]*