ROSEMEAD SCHOOL DISTRICT

RSD Bid #25-26-0002 Site Work for Relocatable at Encinita Elementary School

CONTRACT DOCUMENTS

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Bid Opening: **March 25, 2026 at 9:00 a.m.**

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ROSEMEAD SCHOOL DISTRICT

NOTICE INVITING BIDS

The **ROSEMEAD SCHOOL DISTRICT** ("District") will receive sealed bids for **RSD Bid #25-26-0002 Site Work for Relocatable at Encinita Elementary School** at the Rosemead School District Office located at 3907 Rosemead Blvd., Rosemead, CA 91770 no later than **9:00 a.m., March 25, 2026,** at which time said bids will be opened and read aloud. Bids received after this time will be returned unopened. Bids shall be valid for 120 calendar days after the bid opening date.

Bids must be submitted on the District's Bid Forms. Electronic bids will not be accepted.

The bid package including plans and specifications may be obtained from the District's website at https://www.rosemead.k12.ca.us/Page/695, as of March 9, 2026. Bidders may also obtain a hard copy of the bid package from ARC located at 681 S. Raymond Avenue, Pasadena, CA. 91105. Bidders should call ARC at (626) 583-1122 one day in advance of pick-up to reserve a bid package, at the bidder's cost. The District "WILL NOT" make the Contract Documents available for review at plan rooms.

Bids must be accompanied by cash, a certified or cashier's check, or a Bid Bond in favor of the District in an amount not less than ten percent (10%) of the submitted Total Bid Price.

A "MANDATORY" Pre-Bid Conference/Job Walk will begin at **Encinita Elementary School located at 4515 Encinita Avenue, Rosemead, CA 91770** on **Wednesday, March 11, 2026 at 9:00 a.m.** Bids "WILL NOT" be accepted from any bidder who did not attend the entire Pre-Bid Conference/Job Walk.

ALL QUESTIONS REGARDING THIS PROJECT SHALL BE ADDRESSED TO THE ARCHITECT, ATTENTION MAYRA OVALLE, NAC|ARCHITECTS 323-475-8054; E-MAIL REQUESTS FOR INFORMATION AT movalle@nacarchitecture.com. QUESTIONS SHALL BE RECEIVED THROUGH MARCH 16, 2026 AND ADDENDA ISSUED A MINIMUM OF 72 HOURS FROM THE DATE THE BIDS ARE DUE; FOR THIS PROJECT THEN, THE LAST ADDENDUM IS PLANNED TO BE ISSUED BY MARCH 19, 2026.

Each bid shall be accompanied by the security referred to in the Contract Documents, the Non-Collusion Declaration, the Iran Contracting Act Certificate, the Public Works Contractor Registration Certification, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders. The successful bidder shall be required to comply with all laws and regulations relating to the safety of students, including but not limited to, the fingerprinting requirements of the Education Code and shall provide the District with any and all clearances and certifications relating thereto prior to the performance of any work.

The successful bidder will be required to furnish the District with a Performance Bond equal to 100% of the Contract Price, and a Payment Bond equal to 100% of the Contract Price, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by District to ensure its performance under the Contract.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request to Dr. Maria C. Rios, Assistant Superintendent, Administrative Services, or online at http://www.dir.ca.gov/dlsr. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder and all subcontractor(s) under it, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: **A-General Engineering Contractor OR B-General Building Contractor.**

Award of Contract: District shall determine the lowest bidder from the total bid price (base bid plus all alternates). Alternates may not be awarded. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. It is the intent of the District to issue a Letter of Award to the apparent lowest responsive responsible bidder after the board action. It is anticipated that the District will issue a Notice of Award on or around April 3, 2026.

Publication: San Gabriel Valley Tribune, February 24, 2026 and March 3, 2026

ROSEMEAD SCHOOL DISTRICT

INSTRUCTIONS TO BIDDERS

1. AVAILABILITY OF CONTRACT DOCUMENTS

Bids must be submitted to the District on the Bid Forms which are a part of the Bid Package for the Project. Prospective bidders may obtain one (1) complete set of Contract Documents at no cost. Contract Documents may be obtained from the District at the location(s) and at the time(s) indicated in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any applicable charges for the Contract Documents are outlined in the Notice Inviting Bids.

The District may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective bidders who choose to review the Contract Documents at a plan room must contact the District to obtain the required Contract Documents if they decide to submit a bid for the Project.

2. EXAMINATION OF CONTRACT DOCUMENTS

The District has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing themselves with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. THE BIDDER IS DIRECTED TO REVIEW ALL CONTRACT DOCUMENTS AND TO NOTE THE PROVISIONS OF THE SPECIAL CONDITIONS (at the end of the Contract Documents). Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

3. INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the District by submission of a written request for an interpretation or correction to the District. Such submission, if any, must be sent to movalle@nacarchitecture.com.

Any interpretation of the Contract Documents will be made only by written addenda duly issued and mailed or delivered to each person or firm who has attended the Job Walk. The District will not be responsible for any explanations or interpretations provided in any other manner. In the event that an addendum or bulletin setting forth material changes, additions, or deletions is issued by the Construction Manager and/ or the Architect when there is less than 72 hours to the bid deadline, the District will extend the bidding deadline to provide at least 72 hours' notice. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

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

4. INSPECTION OF SITE; PRE-BID CONFERENCE AND SITE WALK

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. To this end, a Pre-Bid Conference and Site Walk will be held on the date(s) and time(s) indicated in the Notice Inviting Bids. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. Federal and State laws require the District and its contractors to appropriately manage such waters pursuant to the requirements of California State Water Resources Control Board Order Number 2009-0009-DWQ and any amendment or renewal thereof, other permits noted herein, the Federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. By submitting a Bid, each bidder acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

5. ADDENDA

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

6. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, **the lowest bid will be determined from the total bid price (base bid plus all alternates).** However, the District may choose to award the Contract on the basis of the base bid alone or the base bid and any alternate or combination of alternates. The time required for completion of the alternate bid items has been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The District may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work, accordingly each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the bidder.

7. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the District will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, bidders shall fill in all blank spaces

(including inserting “N/A” where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. USE OF BLACK OR BLUE INK, INDELIBLE PENCIL OR A TYPEWRITER IS REQUIRED. Deviations in the bid form may result in the bid being deemed non-responsive.

8. MODIFICATIONS OF BIDS

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

9. DESIGNATION OF SUBCONTRACTORS

Pursuant to State law, the bidders must designate the name and location of each subcontractor who will perform work or render services for the bidder in an amount that exceeds one-half of one percent (1/2%) of the bidder’s Total Bid Price, as well as the portion of work each such subcontractor will perform on the form provided herein by the District. No additional time will be provided to bidders to submit any of the requested information in the Designation of Subcontractor form.

10. DISABLED VETERAN BUSINESS ENTERPRISES

Compliance with Disabled Veteran Business Enterprise (DVBE) contracting goals is required for this project. In accordance with Education Code section 17076.11 the District has a DVBE participation goal of 3% per year of the overall dollar amount of state funds allocated to the District pursuant to the Leroy F. Greene School Facilities Act of 1998, and expended each year by the District. The District is seeking DVBE participation in this project.

Bidders must make a good faith effort to contact and utilize DVBE subcontractors and suppliers in securing bids for performance of the Contract. Information regarding certified DVBE firms can be obtained from the Office of Small Business Certification and Resources (OSBCR) at (916) 323-5478 or (916) 322-5060 as well as the OSBCR website at www.dgs.ca.gov/osbcr. Verification of DVBE status must be obtained from the OSBCR by receiving an approved certification letter and reference number from that office. Bidders are encouraged to retain documentation of their good faith efforts, in the event such documentation is requested by the District.

Bidders must indicate on the bid form whether they are a certified DVBE and provide a copy of the DVBE Certification Letter issued by OSBCR. Bidders must also certify, under penalty of perjury, that a good faith effort was made to include DVBE subcontractors and suppliers in the bid. In addition, bidders must indicate on the Designation of Subcontractors form whether the subcontractor is DVBE certified, and provide the District a copy of the DVBE Certification Letter issued by OSBCR.

Prior to, and as a condition precedent for final payment under the Contract, the successful bidder shall provide the District with written documentation identifying the amount paid to certified DVBE

subcontractors and suppliers in performance of the Contract and provide a copy of the DVBE Certification Letter issued by OSBCR for each DVBE. This documentation will be used by the District to evaluate its success in meeting its DVBE participation goal.

11. LICENSING REQUIREMENTS

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

12. SIGNING OF BIDS

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

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

13. BID GUARANTEE (BOND)

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

14. SUBMISSION OF SEALED BIDS

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

Bid of _____ (Bidder's Name)
for the RSD Bid #25-26-0002 Site Work for Relocatable at Encinita Elementary School

Only where expressly permitted in the Notice Inviting Bids, may bidders submit their bids via electronic transmission pursuant to Public Contract Code Sections 1600 and 1601. The acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. District reserves the right to not accept electronically transmitted bids where not specifically authorized in the Notice Inviting Bids, and may reject any bid not strictly complying with District's designated methods for delivery.

15. DELIVERY AND OPENING OF BIDS

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

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

16. WITHDRAWAL OF BID

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

17. BASIS OF AWARD; BALANCED BIDS

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

18. DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID

No bidder shall be allowed to make, submit, or be interested in more than one bid. However, a person, firm, corporation, or other entity that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders submitting a bid to the District. No person, firm, corporation, or other entity may submit subproposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same Project.

19. INSURANCE REQUIREMENTS

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

20. AWARD PROCESS

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

21. FILING OF BID PROTESTS

Bidders may file a "protest" of a Bid with the District's Assistant Superintendent-Administrative Services, mrios@rosemead.k12.ca.us. In order for a bidder's protest to be considered valid, the protest must:

Be filed in writing within five (5) calendar days after the bid opening date;

Clearly identify the specific irregularity or accusation;

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

Specify, in detail, the grounds of the protest and the facts supporting the protest; and

Include all relevant, supporting documentation with the protest at time of filing.

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

If the protest is valid, the District's Assistant Superintendent-Administrative Services, shall review the basis of the protest and all relevant information. The Assistant Superintendent-Administrative Services will provide a written decision to the protestor. The decision of the Assistant Superintendent-Administrative Services shall be final.

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22. WORKERS COMPENSATION

Each bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form.

23. IRAN CONTRACTING ACT OF 2010

In accordance with Public Contract Code Section 2200 et seq., the District requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the District with respect to goods or services of one million dollars ($1,000,000) or more, certify at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of the Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of the Public Contract Code Section 2202.5, as applicable.

The form of such Iran Contracting Act Certificate is included with the bid package and must be signed and dated under penalty of perjury.

24. COMPLIANCE WITH EXECUTIVE ORDER N-6-22 (RUSSIA SANCTIONS)

Bidders are advised that, pursuant to California Executive Order N-6-22, all contractors and subcontractors performing work for the District must comply with federal and state economic sanctions imposed in response to Russia's actions in Ukraine. Compliance includes ensuring that the bidder is not a target of such sanctions, is not engaged in prohibited transactions with sanctioned individuals or entities, and will remain informed of and adhere to all applicable sanctions requirements for the duration of the project. For contracts valued at $5,000,000 or more, additional reporting obligations may apply regarding the bidder's financial transactions and business activities involving Russian institutions or companies. As a condition of responsiveness, each bidder must complete and submit the District's "Contractor Certification Regarding Compliance with Executive Order N-6-22" with its bid proposal.

The form of such Compliance Certification is included with the bid package and must be signed and dated under penalty of perjury.

25. NON-COLLUSION DECLARATION

Bidders on all public works contracts are required to submit a declaration of non-collusion with their bid. This form is included with the bid package and must be signed and dated under penalty of perjury.

26. SUBSTITUTION OF SECURITY

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

27. PREVAILING WAGES

The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are on file and available at the Administrative Services Department or may be obtained online at http://www.dir.ca.gov/dlsr. Bidders are advised that a copy of these rates must be posted by the successful bidder at the job site(s).

28. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors form.

29. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

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

30. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

Within the time specified in the Contract Documents, the bidder to whom a Contract is awarded shall deliver to the District four identical counterparts of the Performance Bond and Payment Bond in the form supplied by the District and included in the Contract Documents. Failure to do so may, in the sole discretion of District, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the District. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Contract Price.

31. REQUEST FOR SUBSTITUTIONS

The successful bidder shall comply with the substitution request provisions set forth in the Special Conditions, including any deadlines for substitution requests **which may occur prior to the bid opening date**.

32. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

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

33. EXECUTION OF CONTRACT

As required herein the bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The District may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

34. REQUIRED CERTIFICATIONS

Bidders, for all projects involving state funds, are required to submit the **"Asbestos-Free Materials Certification."** This form is included in this package and must be signed under the penalty of perjury and dated, and shall be submitted to the District in accordance with Article 57 of the General Conditions. The successful bidder shall also execute, under the penalty of perjury and dated, the **"Recycled Content Certification"** and the **"Drug-Free Workplace Certification"** included in this package. Further, by law it is the District's responsibility to determine whether a contractor must provide fingerprint certification. Pursuant to Education Code section 45125.2, the District considers the totality of the circumstances in order to determine if fingerprinting of employees of a contractor working on a school site is required. Factors to be considered include the length of time the contractor's employees are on school grounds, whether students are in proximity with the location where the contractor's employees are working, and whether the contractor's employees are working alone or with others. **A determination regarding whether fingerprint certification is required is contained in the Special Conditions.** These forms are included with the bid package and must be signed under the penalty of perjury and dated.

35. HAZARDOUS MATERIALS

Alterations required by this project do not appear to involve hazardous materials. The Contractor shall immediately report to the District any suspected hazardous materials encountered.

36. ALLOWANCE

An allowance for the Project is broken out on the Bid Form. The allowance belongs to the District as a District contingency, and may be used for any additional work that may be required and approved by the District. Any unused portion of the allowance will be deducted by change order at the end of the Project.

37. MANUFACTURER CERTIFICATION

N/A.

38. BID DOCUMENTS

The Bid Documents consist of:

A. Bid Documents/Contract Documents Package (This Document)

B. Drawings

C. Specifications

D. DSA Form 103

`**END OF INSTRUCTIONS TO BIDDERS**

ROSEMEAD SCHOOL DISTRICT

SCOPE OF WORK (SOW)

RSD Bid #25-26-0002 Site Work for Relocatable at Encinita Elementary School

1. The Contractor's SOW includes all work shown on the Plans and required by the Contract Documents, except work to be done by Silver Creek Modular (SCM).
    - SCM will provide and set the relocatable building only.

    All other work, including but not limited to, the relocatable foundation, utility/low voltage lines and connections, fire alarm, and all other work shown on the plans shall be done by the Contractor.

2. The following is a summary list of responsibilities of the Contractor's work. This list may not be all inclusive as it is a summary. The requirements of the Plans, Specifications, and other Contract Documents shall govern what is in the Contractor's SOW.

    a. Fencing of work area
    b. Removal of grass
    c. Over-excavation, recompaction, and grading
    d. Installation of A/C paving pad for new relocatable
    e. Re-routing and connection of utilities and low voltage
    f. Provide, install, and test Fire alarm
    g. Restriping at main parking lot for ADA stalls
    h. New ADA parking signage
    i. All building signage

3. All work areas shall be fenced, to separate students/staff from the work/workers and provide a safety barrier. The Contractor may start its work on **June 12, 2026** or thereafter when DSA has approved the plans.

4. The Contractor shall complete its demolition, over-excavation, recompaction, grading, rerouting of utilities, and installation of the A/C pad **within 40 days** of starting work (July 24, 2026), so as to not delay the installation of the relocatable. LDs will apply if this work is not finished within this time frame. It is expected that SCM will require 30 days to complete its work.

5. The following are additional responsibilities of the Contractor:

    a. The Contractor shall be responsible to coordinate its work with SCM to assure that the project is completed on time.
    b. Provide staging area for SCM, with secure fencing.
    c. Provide a clear path for drive-up access for SCM for trucks for materials and equipment unloading, including cranes, personnel lifts, and forklifts.
    d. Coordinate with SCM to allow SCM to do its work in one mobilization without delays. Contractor will be responsible for the cost of any delays due to Contractor that incur a charge from SCM.
    e. Allow SCM personnel to use Contractor's sanitary facilities and refuse containers at no charge.
    f. Provide construction fencing to safely enclose the area of work and keep students and others out of the work area.

g. The Contractor will be responsible for uploading a DSA Form 6 Final Verified Report for the Relocatables Replacement and associated work portion of this bid to the DSA Box after project completion.

Bidding Plans issued for this project are not DSA-approved. DSA approval of plans ("Plans") is expected on or before the date of anticipated start of work, June 10, 2026, and Plans will be approved prior to start of work. DSA-approved plans will be issued to bidders after DSA approval is received. The Project shall be constructed in conformance with the DSA-approved Plans. The District anticipates no significant changes between the Bidding Plans and the DSA-approved Plans that will cause a cost impact. Therefore, Bids received will be accepted on the basis that the Total Bid Price covers the cost of Project shown on the DSA-approved Plans. No change orders will be accepted for any cost difference between the Bidding Plans and the DSA-approved Plans, unless Contractor can demonstrate items of clear and unambiguous cost difference in excess of $1,000.00 total. No change orders will be accepted for additional time for final project completion due to later DSA approval of plans unless delay exceeds 10 working days.

BID FORM

NAME OF BIDDER:_____

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

RSD Bid #25-26-0002 Site Work for Relocatable at Encinita Elementary School

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following **TOTAL BID PRICE**:

Project work for Encinita Elementary School $ _____

Plus

Allowance: District Contingency $ 125,000.00

Equals

TOTAL BID PRICE (in Numbers): $ _____

TOTAL BID PRICE (in Written Form) :_____

_____

In case of discrepancy between the written price and the numerical price, the written price shall govern. The undersigned agrees that this Bid Form constitutes a firm offer to the District which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the District and a third party, whichever is earlier.

The District can choose to award only the Base Bid or Base Bid plus one or more Alternate Bids, at the District's sole option. The District may choose to award an Alternate Bid at the above stated Bid Price up to ninety (90) days following award of the Contract. The District can award/select Alternate Bid items at any time(s).

[continued on next page]

The Contract duration shall commence on the date stated in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the District's Notice to Proceed.

Bidder certifies that it 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.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

Addenda No. _____

Addenda No. _____

Addenda No. _____

THE BID CONSISTS OF:

1. This **Bid Form**

2. The required **Bid Bond** or other bid security in the amount of not less than 10% of the Total Bid Price.

3. The fully executed **Non-Collusion Declaration** form.

4. The completed **Designation of Subcontractors** form.

5. The completed **Bidder Information Form**.

6. The completed **Contractor's Certificate Regarding Workers' Compensation** form.

7. The completed **Public Works Contractor Registration Certification** form.

8. The completed **Iran Contracting Act Certificate** form.

9. The completed **Contractor Certification Regarding Compliance with Executive Order N-6-22 (Russia Sanctions)** form.

10. The completed **Disabled Veteran Business Enterprise (DVBE) Participation Statement**

ITEMS 2 THROUGH 10 MUST BE ATTACHED AND SUBMITTED WITH THE BID FORM.

[continued on next page]

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

RSD Bid #25-26-0002 Site Work for Relocatable at Encinita Elementary School

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

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code section 2200 et seq.)

RSD Bid #25-26-0002 Site Work for Relocatable at Encinita Elementary School

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

☐ The Contractor is not:

(1) identified on the current list of person and entities engaged 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

(2) a financial instruction 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, the District 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.

Signature:_____

Printed Name:_____

Title:_____

Firm Name:_____

Date:_____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

RSD Bid #25-26-0002 Site Work for Relocatable at Encinita Elementary School

If this bid is due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder:_____

DIR Registration Number:_____

Bidder further acknowledges:

Bidder shall maintain a current DIR registration for the duration of the project.

Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

BID BOND

RSD Bid #25-26-0002 Site Work for Relocatable at Encinita Elementary School

The makers of this bond are, _____,

as Principal, and _____, as Surety and are held and firmly bound unto the ROSEMEAD SCHOOL DISTRICT, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to District for the work described below, for the payment of which sum in lawful money of the United States, 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 whereas the Principal has submitted the accompanying bid dated _____, 20 ____, for the Project named above.

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the District as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents shall affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporation.

(Corporate Seal)

_____
Contractor/Principal

By: _____

Title: _____

(Corporate Seal)

_____
Surety

By: _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title: _____

The rate of premium on this bond is _____ per thousand.
The total amount of premium charges, $_____.
(The above must be filled in by corporate attorney)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

_____

_____

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF BID BOND

DESIGNATION OF SUBCONTRACTORS

RSD Bid #25-26-0002 Site Work for Relocatable at Encinita Elementary School

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 and the location of the place of business, (b) CSLB contractor license number, (c) DIR registration number, and (d) 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 (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. No additional time shall be granted to provide the below requested information.

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 (1/2%) of the Contractor's Total Bid Price or $10,000, whichever is greater if the work involves streets or highways, 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.

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License Number	DIR Registration Number

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License Number	DIR Registration Number

Name of Bidder_____

Signature_____

Name and Title_____

Dated_____

INFORMATION REQUIRED OF BIDDERS

INFORMATION ABOUT BIDDER

[**Indicate not applicable ("N/A") where appropriate.**]

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

1.0 Name of Bidder: _____

2.0 Type, if Entity: _____

3.0 Bidder Address: _____

_____

_____

_____

Facsimile Number Telephone Number

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

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

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

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

6.1 Date of Incorporation: _____

6.2 State of Incorporation: _____

6.3 President's Name: _____

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

_____

_____

6.5 Secretary's Name: _____

6.6 Treasurer's Name: _____

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

7.1 Date of Organization: _____

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

_____

_____

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

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

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

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

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

13.0 List Trade References:

14.0 List Bank References (Bank and Branch Address):

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

LIST OF CURRENT PROJECTS (BACKLOG)

[**Duplicate Page if needed for listing additional current projects.**]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

LIST OF COMPLETED PROJECTS - LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work

EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

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

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

_____

_____

_____

2. Summarize each person's specialized education:_____

_____

_____

_____

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

_____

_____

_____

4. Summarize such experience:

_____

_____

_____

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

Additional Bidder's Statements:

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

VERIFICATION AND EXECUTION

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

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

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

ASBESTOS-FREE MATERIALS CERTIFICATION

RSD Bid #25-26-0002 Site Work for Relocatable at Encinita Elementary School

The undersigned declares that he or she is the person who executed the bid for the above Bid (hereinafter referred to as the "Project"), and submitted it to the **ROSEMEAD SCHOOL DISTRICT** (hereinafter referred to as the "District") on behalf of _____ (hereinafter referred to as the "Contractor").

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

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 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___ at _____.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

ASBESTOS-FREE MATERIALS CERTIFICATION

RECYCLED CONTENT CERTIFICATION

RSD Bid #25-26-0002 Site Work for Relocatable at Encinita Elementary School

The undersigned declares that he or she is the person who executed the bid for the above listed project (hereinafter referred to as the "Project"), and submitted it to the **ROSEMEAD SCHOOL DISTRICT** (hereinafter referred to as the "District") on behalf of hereinafter referred to as the "Contractor").

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

I declare under penalty of perjury under the laws of the State of California that the following percentages of Post-consumer 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:

_____ % Post consumer Material _____ % Secondary Material.

Executed on this _____ day of _____, 20

at _____.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

RECYCLED CONTENT CERTIFICATION

CONTRACTOR CERTIFICATION

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

_____ _____
Contractor's Representative Date

CONTRACTOR EXEMPTION

Pursuant to Education Code sections 45125.1 and 45125.2, the **ROSEMEAD SCHOOL DISTRICT** ("District") has determined that _____ ("Contractor") is exempt from the criminal background check certification requirements for the Contract dated _____, 20__ by and between the District and Contractor ("Contract") because:

- The Contractor's employees will have limited contact with District students during the course of the Contract;
- Emergency or exceptional circumstances exist; or
- With respect to contractors constructing, reconstructing, rehabilitating, or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: _____.

_____ _____
School District Official Date

SUBCONTRACTOR'S CERTIFICATION

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

_____ _____
Subcontractor's Representative Date

SUBCONTRACTOR'S EXEMPTION

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

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

Emergency or exceptional circumstances exist; or

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

_____ _____
School District Official Date

DRUG-FREE WORKPLACE CERTIFICATION

RSD Bid #25-26-0002 Site Work for Relocatable at Encinita Elementary School Project

This Drug-Free Workplace Certification form is part of the Contract made by and between the **ROSEMEAD SCHOOL DISTRICT** (hereinafter referred to as the "District")

and _____
(hereinafter referred to as the "Contractor") for the project listed above (hereinafter referred to as the "Project"). This form is required from all successful bidders pursuant to the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

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

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

B. Establishing a drug-free awareness program to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;

2. The person's or organization's policy of maintaining a drug-free workplace;

3. The availability of drug counseling, rehabilitation, and employee-assistance programs; and

4. The penalties that may be imposed upon employees for drug abuse violations.

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

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

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

E. Establishing a drug-free awareness program; and

F. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and agree to abide by the terms of that statement.

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

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

Executed on this _____ day of _____,

20_____ at _____.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

DRUG FREE WORKPLACE CERTIFICATION

NON-COLLUSION DECLARATION

RSD Bid #25-26-0002 Site Work for Relocatable at Encinita Elementary School

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at

_____ [city], _____ [state].

Name of Bidder_____

Signature_____

Name_____

Title_____

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
PARTICIPATION STATEMENT

RSD Bid #25-26-0002 Site Work for Relocatable at Encinita Elementary School

Each bidder must complete this form in order to comply with the District's policy for participation of disabled veteran business enterprises (School District projects funded in whole or in part by the State of California pursuant to the Leroy F. Greene School Facilities Act of 1998. (Education Code §17070.10, *et seq*.)

The undersigned, on behalf of the Contractor named below, certifies that the Contractor has made reasonable efforts to secure participation by DVBE in the Contract to be awarded for the above-referenced Bid No., including participation by DVBE subcontractors and/or material suppliers. **Check only one of the following**:

❑ The Contractor was unable after reasonable efforts to secure DVBE participation in the Contract for the above-referenced Project/Bid No. However, the Contractor will use DVBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the Contractor will report to the District the total dollar amount of DVBE participation in any Contract awarded to Contractor, and in any change orders, for the above-referenced Project.

❑ The Contractor has secured DVBE participation in the Contract for the above referenced Project/Bid No., and anticipates that such DVBE participation will equal approximately

_____dollars ($_____), which represents approximately

_____percent (____%) of the total Contract for such Project. Upon completion of the Project, Contractor will report to the District the actual total dollar amount of DVBE participation in the Contract awarded to Contractor, and in any change orders, for such Project

Name of Bidder_____

Signature_____

Name_____

Title_____

CONTRACTOR CERTIFICATION REGARDING COMPLIANCE WITH EXECUTIVE ORDER N-6-22 (RUSSIA SANCTIONS)

RSD Bid #25-26-0002 Site Work for Relocatable at Encinita Elementary School

1. Certification of Non-Sanctioned Status

- I hereby certify that the Contractor identified below:
  - Is not a target of economic sanctions imposed by the United States Government or the State of California in response to Russia's actions in Ukraine.
  - Is not listed on any federal or state sanctions list related to Russia.
  - Is not engaged in any prohibited transactions with sanctioned individuals or entities.

2. Compliance with Executive Order N-6-22

- The Contractor certifies that it has reviewed and will comply with California Executive Order N-6-22, including all applicable guidance issued by the California Department of General Services (DGS) and other state agencies.

3. Reporting Requirements (Contracts ≥ $5,000,000)

- If awarded a contract valued at $5,000,000 or more, the Contractor agrees to provide all required reports regarding its compliance with sanctions, including but not limited to:
  - Steps taken to cease new investments or financial transactions involving Russian institutions or companies headquartered or principally located in Russia.
  - Confirmation that no prohibited technology transfers or transactions have occurred.
  - Any direct support provided to the government or people of Ukraine.

4. Subcontractor Compliance

- The Contractor certifies that it will require all subcontractors, suppliers, and sub-consultants to comply with Executive Order N-6-22 and all applicable sanctions laws.

5. Duty to Notify

- The Contractor agrees to immediately notify the District in writing if, at any time during the bidding or contract period, it becomes a target of sanctions or engages in any transaction that may violate applicable sanctions laws. Each bidder must complete this form in order to comply with the District's policy for participation of disabled veteran business enterprises (School District projects funded in whole or in part by the State of California pursuant to the Leroy F. Greene School Facilities Act of 1998. (Education Code §17070.10, *et seq*.)

Name of Bidder_____

Signature_____

Name_____

Title_____

CONTRACT

THIS CONTRACT is made this _____ day of _____, 20_____, in the State of California, by and between the ROSEMEAD SCHOOL DISTRICT, hereinafter called District, and _____, hereinafter called Contractor. The District and the Contractor for the considerations stated herein agree as follows:

SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

RSD Bid #25-26-0002 Site Work for Relocatable at Encinita Elementary School

The Contractor and its surety shall be liable to the District for any damages arising as a result of the Contractor's failure to comply with this obligation.

TIME FOR COMPLETION. The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall substantially complete all Work required by the Contract Documents within **103** calendar days from the commencement date stated in the Notice to Proceed, and shall fully complete all Work required by the Contract Documents within **113** calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

CONTRACT PRICE. The District shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of _____ Dollars ($_____). Payment shall be made as set forth in the General Conditions.

LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the District the sum of **$2,500** for each and every calendar day of delay beyond the time for full completion prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the District may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following as referenced in Bid Package for the Project named above:

Notice Inviting Bids
Instructions to Bidders
Scope of Work
Bid Form
Contractor's Certificate Regarding Workers' Compensation
Iran Contracting Act Certification
Public Works Contractor Registration Certification

Bid Bond
Designation of Subcontractors
Information Required of Bidders
Asbestos-Free Material Certification
Drug-Free Workplace Certifications
Recycled Content Certification
Non-Collusion Declaration form
DVBE Participation Statement
Contractor Certification Regarding Compliance With Executive Order N-6-22 (Russia Sanctions)
Contract
Performance Bond
Payment Bond
General Conditions
Special Conditions
Technical Specifications/Project Manual
Hazardous Materials Abatement/Disposal Specification-if applicable
Addenda
Plans and Drawings
DSA Form 103
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of the California Labor Code applicable to this Project.

INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the Administrative Services Department or may be obtained online at http//www.dir.ca.gov/dlsr. and which must be posted at the job site.

[Remainder of Page Left Intentionally Blank.]

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

_____	**ROSEMEAD SCHOOL DISTRICT**
Name of Contractor	
By _____	By_____
Name : _____	Name : _____
Title: _____	Title: _____
License No. _____	

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, ROSEMEAD SCHOOL DISTRICT (hereinafter referred to as "District") has

awarded to _____, (hereinafter referred to as the "Contractor") an agreement for **RSD Bid #25-26-0002 Site Work for Relocatable at Encinita Elementary School** (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by District in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the

Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Permit the District to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the DISTRICT, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

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

[Remainder of Page Left Intentionally Blank.]

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

(Corporate Seal)

_____
Contractor/Principal

By: _____

Title: _____

(Corporate Seal)

_____
Surety

By: _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate) Title: _____

The rate of premium on this bond is _____ per thousand.
The total amount of premium charges, $_____.
(The above must be filled in by corporate attorney)

THIS IS A REQUIRED FORM
Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Rosemead School District (hereinafter designated as the "District"), by action taken or a resolution passed _____ , 20____ has awarded

to _____
hereinafter designated as the "Principal," a contract for the work described as follows: **RSD Bid #25-26-0002 Site Work for Relocatable at Encinita Elementary School** (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____
as Surety, are held and firmly bound unto the 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 said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, fail to pay for any materials, provisions 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 amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his or its subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, 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 herein above described, nor by any rescission or attempted 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 owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the Civil Code, and has not been paid the full amount of his or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____ 20_____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal)

_____
Contractor/Principal

By: _____

Title: _____

(Corporate Seal)

_____
Surety

By: _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title: _____

The rate of premium on this bond is _____ per thousand.
The total amount of premium charges, $_____.
(The above must be filled in by corporate attorney)

THIS IS A REQUIRED FORM
Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

_____

_____

*Note: Appropriate Notarial Acknowledgments of Execution by Contractor and surety and a power of Attorney MUST BE ATTACHED.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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STATE OF CALIFORNIA
COUNTY OF _____

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appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND

ARTICLE 2 -DEFINITIONS

a. Acceptable, Acceptance or words of similar import shall be understood to be the acceptance of the District Representative and/or the District.

b. Act of God is an earthquake of magnitude greater than 3.5 on the Richter scale and/or tidal waves.

c. Approval means written authorization by District Representative and/or District .

d. Architect means the architect employed by District to provide architecture and related services for the Project.

e. Contract Documents includes all documents as stated in the Contract.

f. Day shall mean calendar day unless otherwise specifically designated.

g. District and Contractor are those stated in the Contract. The terms District and Owner may be used interchangeably.

h. District's Inspector or Inspector shall mean one or more inspectors employed by District in accordance with requirements of Title 19, 21 and/or 24 of the California Code of Regulations and assigned to the Work.

i. District Representative shall mean the Assistant Superintendent of Administrative Services, or his/her designee, acting either directly or through properly authorized agents, such as agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as the "District's Representative" or "Representative" in the Contract Documents.

j. Equal, Equivalent, Satisfactory, Directed, Designated, Selected, As Required and similar words shall mean the written approval, selection, satisfaction, direction, or similar action of the District Representative and/or District.

k. Indicated, Shown, Detailed, Noted, Scheduled or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the District Representative and/or District is intended, unless stated otherwise.

l. Install means the complete installation of any item, equipment, or material.

m. Material shall include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new unless specified otherwise.

n. Perform shall mean that the Contractor, at Contractor's expense, shall take all actions necessary to complete the Work, including furnishing of necessary labor, tools, and equipment, and providing and installing Materials that are indicated, specified, or required to complete such performance.

o. Project is the Work planned by District as provided in the Contract Documents.

p. Provide shall include provide complete in place, that is furnish, install, test and make ready for use.

q. Recyclable Waste Materials shall mean materials removed from the Project site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.

r. Specifications means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, and workmanship for the work.

s. The Work means the entire improvement planned by the District pursuant to the Contract Documents.

t. Work means labor, equipment and materials incorporated in, or to be incorporated in the construction covered by the Contract Documents.

ARTICLE 3 -CONTRACT DOCUMENTS

a. Contract Documents. The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

b. Interpretations. The Contract Documents are intended to be fully cooperative and to be complementary. If Contractor observes that any documents are in conflict, the Contractor shall promptly notify the District Representative in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

1. Change Orders or Work Change Directives
2. Addenda
3. Special Provisions (or Special Conditions)
4. Technical Specifications (all portions)
5. Plans (Contract Drawings)
6. Contract
7. General Conditions
8. Instructions to Bidders
9. Notice Inviting Bids
10. Contractor's Bid Forms
11. Greenbook (Except Sections 1-9 which are expressly excluded)
12. Standard Plans
13. Reference Documents

With reference to the Drawings, the order of precedence shall be as follows:

14. Figures govern over scaled dimensions
15. Detail drawings govern over general drawings
16. Addenda or Change Order drawings govern over Contract Drawings
17. Contract Drawings govern over Standard Drawings
18. Contract Drawings govern over Shop Drawings

c. Conflicts in Contract Documents. Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard shall always apply.

d. Organization of Contract Documents. Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

ARTICLE 4 -CONTRACT DOCUMENTS: COPIES & MAINTENANCE

Contractor will be furnished, free of charge, 2 copies of the Contract Documents. Additional copies may be obtained at cost of reproduction.

Contractor shall maintain a clean, undamaged set of Contract Documents at the Project site.

ARTICLE 5 -DETAIL DRAWINGS AND INSTRUCTIONS

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

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

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

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

ARTICLE 6 -EXISTENCE OF UTILITIES AT THE WORK SITE

a. The District has endeavored to determine the existence of utilities at the Project site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown on the Plans.

b. No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the District in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.

c. All water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of the Work.

d. Notwithstanding the above, pursuant to Section 4215 of the Government Code, the District has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for bids, District shall assume the responsibility for their timely removal, relocation, or protection.

e. Contractor, except in an emergency, shall contact the appropriate regional notification center, Northern California Underground Service Alert at 1-800-227-2600 at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the District has been given the identification number by the Contractor.

ARTICLE 7 -SCHEDULE

a. Estimated Schedule**.** Within ten (10) days after the issuance of the Notice of Award, Contractor shall prepare a Project schedule and shall submit this to the District Representative for Approval. The receipt or Approval of any schedules by the District Representative or the District shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed, and accepted by the District Representative.

b. Schedule Contents**.** The schedule shall allow enough time for inclement weather. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float

time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. Schedule duration shall match the Contract time. Schedules indicating early completion will be rejected.

c. Schedule Updates**.** Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the District Representative whenever requested to do so by District Representative and with each progress payment request. The District Representative may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

ARTICLE 8 -SUBSTITUTIONS

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

b. Unless specifically designated in the Contract Documents, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in the Contract Documents. However, the District may have adopted certain uniform standards for certain materials, processes, and articles.

c. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process, or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process, or article. The burden of proof as to the equality of any material, process or article shall rest with the Contractor. The District has the complete and sole discretion to determine if a material, process, or article is an "or equal" material, process or article that may be substituted.

d. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from the Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process, or article, and substantiates that it is an "or equal" to the material, process, or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process, or article. Failure to submit all the required substantiating data, including the signed

affidavit, to the District in a timely fashion will result in the rejection of the proposed substitution.

e. The Contractor shall bear all of the District's costs associated with the review of substitution requests.

f. The Contractor shall be responsible for all costs related to a substituted "or equal" material, process, or article.

g. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

ARTICLE 9 -SHOP DRAWINGS

a. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in its own Work or in that of any other contractor, subcontractor, or worker on the Project, six (6) copies of all shop or setting drawings, calculations, schedules, and materials list, and all other provisions required by the Contract. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to District Representative. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.

b. Contractor shall make any corrections required by the District Representative, and file with the District Representative six (6) corrected copies each, and furnish such other copies as may be needed for completion of the Work. District Representative's approval of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called District Representative's attention to such deviations at time of submission and has secured the District Representative's written Approval. District Representative's Approval of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

ARTICLE 10 -SUBMITTALS

a. Contractor shall furnish to the District Representative for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the specifications. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.

b. Contractor will provide samples and submittals, together with catalogs and supporting data required by the District Representative, to the District Representative within a reasonable time period to provide for adequate review and avoid delays in the Work.

c. These requirements shall not authorize any extension of time for performance of this Contract. District Representative will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

ARTICLE 11 -MATERIALS

a. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.

b. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.

c. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.

d. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the Project, to the District free from any claims, liens, or charges.

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

ARTICLE 12 -CONTRACTOR'S SUPERVISION

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent approved by the District. Superintendent must be able to proficiently speak, read and write in English. Contractor shall continuously provide efficient supervision of the Project.

ARTICLE 13 -WORKERS

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

b. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on this Project except with the written Approval of the District.

ARTICLE 14 -FINGERPRINTING REQUIREMENTS

District Determination of Fingerprinting Requirement Application is set forth in the Special Conditions.

a. Contracts For Construction, Reconstruction, Rehabilitation Or Repair Of A School Facility Involving More Than Limited Contact With Students.

If the District determines, based on the totality of the circumstances concerning the Project, that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have contact other than limited contact with pupils, by execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school facility where the Contractor and/or Contractor's employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation. In accordance with Education Code section 45125.2 the Contractor shall, at Contractor's own expense:

1. install a physical barrier to limit contact with students by Contractor and/or Contractor's employees;

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;

3. require any employee of the Contractor potentially having contact with students to obtain fingerprint clearance as described in Education Code section 45125.1

b. Contracts For Construction, Reconstruction, Rehabilitation Or Repair Of A School Facility Involving Only Limited Contact With Students.

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

ARTICLE 15 -SUBCONTRACTORS

a. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor’s portion of the Work. Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the District.

b. The District reserves the right to Approve all subcontractors. The District's Approval of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.

c. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

ARTICLE 16 -PERMITS AND LICENSES

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

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

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

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

ARTICLE 17 -UTILITY USAGE

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

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

c. All permanent meters Installed shall be listed in the Contractor's name until Project Acceptance.

d. If the Contract is for construction in existing facilities, Contractor may, with prior written Approval of the District, use the District's existing utilities by compensating the District for utilities used by Contractor.

ARTICLE 18 -INSPECTION FEES FOR PERMANENT UTILITIES

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

request reimbursement from the District for such fees, or shall be responsible for arranging and coordination with District for the payment of such fees.

ARTICLE 19 -TRENCHES

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

b. Excavations Deeper than Four Feet. If work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

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

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

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

The District shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in the Contract Documents.

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

ARTICLE 20 -REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the District in writing. The District shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The

Work in the affected area shall not thereafter be resumed except by written agreement of the District and Contractor.

ARTICLE 21 -SANITARY FACILITIES

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

ARTICLE 22 -AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances, and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

ARTICLE 23 -COMPLIANCE WITH STATE STORM WATER PERMIT

a. Storm, surface, ground, nuisance, or other waters may be encountered at various times during the Work. Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

b. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of any relevant local ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. These include, but are not limited to Los Angeles Regional Water Quality Control Order No. R4-2012-0175 as amended by State Water Resources Control Board Order No. WQ 2015-0075, State Water Resources Control Board Order No. 2009-0009-DWQ, as amended by Order Nos. 2010-0014-DWQ and 2012-0006-DWQ, and any amendment or renewal thereof (“Permit” or “Construction General Permit”).

c. Contractor shall comply with the lawful requirements of any municipality, drainage district, or other local agency with jurisdiction over the location where the Work is to be conducted, regarding discharges of storm water to separate storm drain systems or watercourses.

d. Contractor shall be required to comply with all conditions of the State Water Resources Control Board (“State Water Board”) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (“Permit”) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. Contractor shall be solely

responsible for preparing and implementing a Storm Water Pollution Prevention Plan ("SWPPP") prior to initiating Work. In bidding on this Contract, it shall be Contractor's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the Contract amount.

e. Contractor shall file the Notice of Intent ("NOI") and obtain coverage for the Project under the Construction General Permit, if coverage is required. This may include filing all necessary documentation including the Permit Registration Documents ("PRDs") through the Stormwater Multiple Applications and Report Tracking System ("SMARTS"); preparing and implementing a Storm Water Pollution Prevention Plan ("SWPPP") for the Work site; implementing all other provisions, and monitoring and reporting requirements required by the Construction General Permit; and providing a Qualified SWPPP Developer ("QSD") and Qualified SWPPP Practitioner ("QSP"), as necessary for all Work site activities, including but not limited to preparation and submittal of all reports, plans, inspections, and monitoring information in compliance with the Construction General Permit. The District retains the right to develop its own documentation for the project site, including but not limited to the SWPPP, and in the alternative may require Contractor to adopt and implement portions of the District developed SWPPP. Specific requirements for the Work site shall be set forth in the Special Conditions. Contractor shall include all costs of compliance with specified requirements in the Contract amount. Contractor shall provide copies of all reports and monitoring information to the District Representative.

f. Notwithstanding the above, before any PRDs, SWPPP, or other Construction General Permit related document may be submitted to the State Water Resources Control Board or implemented on the Work site, it must first be reviewed and approved by the District, if requested. The District expressly reserves the right to procure coverage under the Construction General Permit for the Work site if Contractor fails to draft satisfactory PRDs or SWPPP or otherwise fails to proceed in a manner that complies with the requirements of the Construction General Permit. The District additionally reserves the right to hire additional contractors to maintain compliance at the Work site. Whether Contractor has adequately maintained compliance with the Construction General Permit shall be the District's sole determination. Any costs incurred by the District in procuring coverage under the Construction General Permit, or drafting and/or implementing a SWPPP for the Work site shall be paid by Contractor

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

h. Not used.

i. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the

Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers.

j. District reserves the right to defend any enforcement action or civil action brought against the District for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse District for the costs associated with, any enforcement action and/or settlement reached between the District and any relevant enforcement entity.

k. District may seek damages from Contractor for delay in completing the Work in accordance with the Contract Documents, caused by Contractor's failure to comply with the laws, regulations and policies described in this Article , or any other relevant water quality law, regulation, or policy.

l. District may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.

ARTICLE 24 -CLEANING UP

a. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Upon completion of Work, Contractor shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, windowsills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. Contractor shall also clean all buildings, asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment.

b. Contractor shall fully clean up the site at the completion of the Work. If the Contractor fails to immediately clean up at the completion of the Work, the District may do so and the cost of such clean up shall be charged back to the Contractor.

ARTICLE 25 -LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out the Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense. Layout shall be done by a registered civil engineer Approved by the District Representative. Any required "as-built" drawings of the Work shall be prepared by the registered civil engineer.

ARTICLE 26 -EXCESSIVE NOISE

a. The Contractor shall use only such equipment on the work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.

b. The Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations, and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

ARTICLE 27 -TESTS AND INSPECTIONS

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

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

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

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

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

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

ARTICLE 28 -PROTECTION OF WORK AND PROPERTY

a. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the District. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.

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

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

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

1. Enclose working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.

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

3. Deliver materials to the Project site over a route designated by the District Representative.

4. Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the District shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.

5. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the District Representative. Contractor shall not unreasonably encumber the Project site with its materials.

6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by

accident, they shall be replaced by an approved civil engineer or land surveyor, at no cost to the District.

ARTICLE 29 -CONTRACTORS MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to Perform the Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

ARTICLE 30 -AUTHORIZED REPRESENTATIVES

The District shall designate representatives, who shall have the right to be present at the Project site at all times. The District may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector is not authorized to make changes in the Contract Documents. The inspector shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

ARTICLE 31 -HOURS OF WORK

a. Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the District, twenty-five dollars ($25) for each worker employed in the execution of Work by the Contractor or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, except as provided in Labor Code Section 1815.

b. Work shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, when school is not in session, between the hours of 7:00 a.m. and 5:00 p.m. Work hours at sites with Summer School shall be 2:00 p.m. to 8:00 p.m. With permission, and at no additional cost to the District, Saturday work between the hours of 7:30 a.m. and 4:00 p.m. may be arranged. If the project should extend to when school is in session, all work Monday through Friday shall be done in the afternoon and evening after school hours, at no additional cost to the District, at times agreed to by the District.

c. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on District-observed holidays, unless otherwise Approved by the District Representative:

1. Powered Vehicles
2. Construction Equipment
3. Loading and Unloading Vehicles
4. Domestic Power Tools

ARTICLE 32 -PAYROLL RECORDS

a. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

b. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

c. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the District. The Contractor shall also provide the following:

1. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

2. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.

d. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

e. Any copy of records made available for inspection and furnished upon request to the public 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 or any subcontractor shall not be marked or obliterated.

f. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to the District, forfeit Twenty-five Dollars ($25.00) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.

ARTICLE 33 -PREVAILING RATES OF WAGES

a. The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance"

project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the District. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify, and hold the District, its elected officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

c. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

ARTICLE 34 -PUBLIC WORKS CONTRACTOR REGISTRATION

Pursuant to Labor Code Sections 1725.5 and 1771.1, Contractor and its subcontractors must be registered with the Department of Industrial Relations at the time of the bid. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

ARTICLE 35 -EMPLOYMENT OF APPRENTICES

a. Contractor and all subcontractors shall comply with the requirements of Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices.

b. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

c. Knowing violations of Labor Code Section 1777.5 will result in forfeiture not to exceed one hundred dollars ($100) for each calendar day of non-compliance pursuant to Labor Code Section 1777.7.

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

ARTICLE 36 -NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

Pursuant to Labor Code Section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

ARTICLE 37 -DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

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

ARTICLE 38 -LABOR/EMPLOYMENT SAFETY

The Contractor shall maintain emergency first aid treatment for its employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4.

ARTICLE 39 -WORKERS' COMPENSATION INSURANCE

The Contractor shall Provide, during the life of this Contract, workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Project site, and, in case any of sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Project site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code. The Contractor shall file with the District certificates of its insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the District, if in the form and coverage as set forth in the Contract Documents.

ARTICLE 40 -EMPLOYER'S LIABILITY INSURANCE

Contractor shall provide during the life of this Contract, Employer's Liability Insurance, including Occupational Disease, in the amount of, at least, one million dollars ($1,000,000.00) per person per accident. Contractor shall provide District with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the District.

ARTICLE 41 -COMMERCIAL GENERAL LIABILITY INSURANCE

a. Contractor shall procure and maintain during the life of this Contract and for such other period as may be required herein, at its sole expense, Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products/completed operations if applicable, personal and advertising injury – which may arise from or out of Contractor's operations, use, and management of the Project site, or the performance of its obligations hereunder. Policy limits shall not be less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Such policy shall comply with all the requirements of this Article and Article 42. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the District, and shall not preclude the District from taking such other actions available to the District under other provisions of the Contract Documents or law.

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

d. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.

e. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the District may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine

primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

ARTICLE 42 -AUTOMOBILE LIABILITY INSURANCE

Contractor shall take out and maintain at all times during the term of this Contract Automobile Liability Insurance in the amount of, at least, one million dollars ($1,000,000). Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to the District. Such insurance shall comply with the provisions of Article 42 below.

ARTICLE 43 -BUILDER'S RISK ["ALL RISK"]

a. It is the Contractor's responsibility to maintain or cause to be maintained Builder's Risk ("All Risk") extended coverage insurance on all work, material, equipment, appliances, tools, and structures which are a part of the Contract and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The District accepts no responsibility until the Contract is formally accepted by the Governing Board for the work. The Contractor is required to file with the District a certificate evidencing fire insurance coverage.

b. Provide insurance coverage on completed value form, all-risk or special causes of loss coverage.

1. Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.

2. Coverage shall include all materials stored on site and in transit.

3. Coverage shall include Contractor's tools and equipment.

4. Insurance shall include boiler, machinery and material hoist coverage.

c. Such insurance shall comply with the provisions of the Contract Documents.

ARTICLE 44 -FORM AND PROOF OF CARRIAGE OF INSURANCE

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

b. Contractor shall cause its insurance carrier(s) to furnish the District with either 1) a properly executed original Certificates(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in

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

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

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

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

ARTICLE 45 -INSURANCE AND BOND REQUIREMENTS

a. Insurance Requirements. Contractor shall procure and maintain, at Contractor's own expense, the following insurance coverages during the term of the Contract:

b. "All Risk" property insurance, including builder's risk, excluding the perils of earthquake and flood, covering the full replacement cost of the work that names Rosemead School District as "loss payee" as its interests may appear. Such insurance shall cover all materials stored on site and Contractor's tools and equipment.

c. Commercial General Liability Insurance (equivalent in form to Insurance Services Office, Inc. (ISO) form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate.

d. Commercial Automobile Liability Insurance (equivalent in form to ISO form CA 00 01 06 92) covering Symbol 1 (any auto) in an amount not less than $1,000,000 combined single limit.

e. Workers Compensation Insurance as required by the California Labor Code and Employer's Liability Insurance in an amount not less than $1,000,000 per accident/disease.

f. Professional Liability or Errors and Omissions Liability Insurance in an amount not less than $1,000,000 per claim.

g. Bond Requirements. Contractor shall provide to District:

h. Bid Bond equal to 10% of the Performance Bond amount.

i. Payment Bond (Material and Labor Bond) to satisfy claims of material suppliers and mechanics and laborers employed by the Contractor in connection with this Contract. This bond shall be maintained by Contractor in full force and effect for the period prescribed by operation of law.

j. Performance Bond guaranteeing faithful performance of all work within the time and manner prescribed, free from original or developed defects. The Surety's obligations under the Performance Bond shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, including, but not limited to, California Code of Civil Procedure Section 337.15.

ARTICLE 46 -INSURANCE DOCUMENTATION AND SECURITY REQUIREMENTS.

a. The insurance required herein shall be placed with insurers admitted to do business in the State of California or non-admitted but authorized by the State of California (List of Eligible Surplus Lines Insurers (LESLI)) and with a rating of or equivalent to an A:VIII by A.M. Best Company.

b. The bonds required herein shall be placed with surety companies on the U.S. Department of Treasury's List of Approved Sureties.

c. General Coverage Endorsements Required.

d. Additional insured endorsements. The general liability insurance policy must be endorsed with an additional insured endorsement (on a form equivalent to ISO form CG 2010 11 85 or CG 20 26 11 85) naming Rosemead School District, its trustees, employees, and agents as additional insured. The policy must be endorsed to provide that any failure by the Contractor to comply with the reporting provisions of the policy shall not affect the coverage afforded to the District, its trustees, employees, and agents.

e. Notice of policy changes or cancellation. Each insurance policy shall be endorsed to state that policy shall not be suspended, voided, materially changed (except by reason of limit reduction due to paid claims), or canceled by either party except after thirty (30) days prior written notice (or except after ten (10) days written notice for nonpayment of premium only) to the District.

f. Primary, non-contributing coverage. Each insurance policy shall be endorsed to state that coverage shall apply on a primary, noncontributing basis in relation to any

insurance or self-insurance, primary or excess, maintained by or available to the District, its boards, officials, employees, or agents. Similarly, each insurance policy shall be endorsed to state that coverage maintained by District shall be excess to and shall not contribute to insurance or self-insurance maintained by the Contractor.

g. Severability of interests. A severability of interest endorsement, which provides Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

h. Waivers of subrogation. Each workers' compensation and general liability insurance policy shall be endorsed to state that the insurance company waives it rights of subrogation against Rosemead School District, its trustees, employees, and agents.

i. Delivery of Certificates and Endorsements. Prior to the start of performance, Contractor shall deliver to District certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Consultant shall, within thirty (30) days prior to expiration of the insurance, furnish to District certificates of insurance and endorsements evidencing renewal of the insurance. District reserves the right to require complete certified copies of all policies of Contractor at any time. District may, at its discretion, require additional coverage or additional limits based upon the nature of the services provided.

j. Claims-made Acceptability. "Claims-made" policies for other than professional liability, or errors and omissions liability policies are not acceptable unless the District determines that "Occurrence" policies are not available in the market for the risk being insured. If a "Claims-made" policy is accepted, it must provide for a pre-paid extended reporting period endorsement (ERPE) of not less than one hundred eighty (180) days. In lieu of the prepaid ERPE, contractor shall warrant that it will maintain continuous, equivalent coverage at least three years after contract completion. Also, if a claims-made policy is utilized, its prior acts date must be at least as early as the first date of business by the Contractor with the District.

k. Insurance Requirements for Subcontractors. If subcontractors are permitted under this Contract, Contractor shall include Article 1 and 2 in its agreements with subcontractors and shall forward to District all required documentation.

l. Self-Insurance, Self-Insured Retentions, Deductibles. Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by the Associate Superintendent of Business Services or designee and shall protect District, its trustees, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.

m. The coverage and limits required hereunder shall not in any way limit the liability of the Contractor nor are the insurance requirements herein intended to represent adequate or sufficient coverage for the Contractor's risks hereunder.

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

ARTICLE 47 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES

a. Time for Completion/Liquidated Damages**.** Work shall be commenced within ten (10) days of the date stated in the District's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The District is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the District's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the District (including but not limited to indirect, general, administrative, or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If the Work is not completed as stated in the Contract Documents, it is understood that the District will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each day of delay until the Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

b. Inclement Weather**.** Contractor shall abide by the District Representative's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.

c. Extension of Time**.** Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the District in writing of causes of delay. The District shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.

d. No Damages for Reasonable Delay**.** The District's liability to Contractor for delays for which the District is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the District be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable District delay, including delays caused by items that are the responsibility of the District pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

ARTICLE 48 -COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the District:

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

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

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

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

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

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

ARTICLE 49 -MOBILIZATION

a. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). When no bid item is provided for "Initial Mobilization," payment for such costs will be deemed to be included in the other items of the Work.

b. Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the District Representative. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:

1. Obtaining and paying for all bonds, insurance, and permits.

2. Moving on to the Project site of all Contractor's plant and equipment required for first month's operations.

3. Installing temporary construction power, wiring, and lighting facilities.

4. Establishing fire protection system.

5. Developing and installing a construction water supply.

6. Providing and maintaining the field office trailers for the Contractor and the District Representative, complete, with all specified furnishings and utility services including telephones, telephone appurtenances, computer and printer, and copying machine.

7. Providing on-site communication facilities for the Owner and the District Representative, including telephones, radio pagers, and fax machines.

8. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.

9. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.

10. Arranging for and erection of Contractor's work and storage yard.

11. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.

12. Full-time presence of Contractor's superintendent at the job site as required herein.

13. Submittal of Construction Schedule as required by the Contract Documents.

ARTICLE 50 -PAYMENTS

a. The District shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of Work performed up to the last day of the previous month, less the aggregate of previous payments. Notwithstanding the foregoing, Contractor shall not be entitled to payment for work so long as any lawful or proper direction concerning the Work or any portion thereof given by the District, District's Representative, or the Architect shall remain uncomplied with.

b. The Contractor shall, after the full completion of the Work, submit a final payment application. All prior progress estimates shall be subject to correction in the final estimate and payment.

c. Unless otherwise required by law, the final payment of ten percent (5%) of the value of the Work, if unencumbered, shall be paid no later than sixty (60) Days after the date of recordation of the Notice of Completion.

d. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the District arising from this Contract.

e. Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.

f. The Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Section 3262. Prior to final

payment by the District, the Contractor shall submit a final waiver of lien for the Contractor's work, together with releases of lien from any subcontractor or materialmen.

ARTICLE 51 -PAYMENTS WITHHELD AND BACK CHARGES

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

a. Stop Notice Claims.

b. Defective Work not remedied.

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

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

e. Damage to another contractor or third party.

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

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

h. Failure to provide updates on the construction schedule.

i. Site cleanup.

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

k. Liquated damages.

l. Legally permitted penalties.

m. Back charge of additional costs for environmental monitors, inspectors, testing labs, and other 3rd-party consultants of the District incurred by the District due to the Contractor's schedule requiring that such 3rd-party consultants be paid for days other than Monday through Friday or overtime.

n. Back charge of additional costs for environmental monitors, inspectors, testing labs, and other 3rd-party consultants of the District incurred by the District due to the Contractor's work failing inspection/testing and having to be re-worked, re-done, or re-tested. All additional hours of inspection/monitoring or other activities related to the re-work and re-testing and the costs of retesting shall be subject to back charge.

o. Back charge of additional costs for environmental monitors, inspectors, testing labs, and other 3rd-party consultants of the District incurred by the District due to the Contractor's work not being completed by the scheduled date for final completion. All additional hours of inspection/monitoring or other 3rd-party activities incurred after the date of final completion because the Contractor has not completed the work shall be subject to back charge.

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

ARTICLE 52 -SECURITIES FOR MONEY WITHHELD

Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor may request the District to make retention payments directly to an escrow agent or may substitute securities for any money withheld by the District to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the District or with a state or federally chartered bank as the escrow agent who shall return such securities to Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in Section 22300 of the Public Contract Code.

ARTICLE 53 -CHANGES AND EXTRA WORK

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

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

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

c. Contract Price Adjustment.

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

is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions, and provisions of the original Contract.

2. Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the District.

3. All price quotations submitted by the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the District.

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

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

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

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

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

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

   i. "Net Cost" is defined as consisting of costs of labor, materials and tools and equipment only excluding overhead and profit. The costs of applicable insurance

and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.

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

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

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

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

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

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

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

8. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the change order for Work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the District's change order form in an attempt to reserve additional rights.

f. Agreement as to Change in Contract Price/ Time. If the District disagrees with the proposal submitted by Contractor, it will notify the Contractor and the District will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the District, a Change Order will be issued by the District. If no agreement can be reached, the District shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the District within fifteen

(15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order.

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

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

ARTICLE 54 -OCCUPANCY

The District reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute Acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

ARTICLE 55 -INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the District's choosing), indemnify and hold harmless the District, its directors, officials, officers, agents, employees, and representatives, and each of them from and against:

a. Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the District or its directors, officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the District or its directors, officers, employees, or authorized volunteers.

b. Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.

c. Any and all actions, proceedings, damages, costs, expenses, fines, penalties, or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;

d. Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform

the Work and all of Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Contractor shall immediately defend, at Contractor's own cost, expense, and risk, with the District's Governing Board's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its officials, officers, agents, employees, and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the District, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the District, its officials, officers, agents, employees, and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.

ARTICLE 56 -RECORD ("AS BUILT") DRAWINGS

a. Contractor shall prepare and maintain a complete set of record drawings (herein referred to as "as-builts") and shall require each trade to prepare its own as-builts. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire alarm, gas, and plumbing. Contractor shall mark the as-builts to show the actual installation where the installation varies from the Work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and where shop drawings are used, Contractor must record a cross-reference at the corresponding location on the Contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of the Work.

b. Contractor shall note related change order numbers where applicable. Contractor shall organize as-builts into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. Contractor to also provide an electronic version of the as-builts. The suitability of the as-builts will be determined by the District Representative.

ARTICLE 57 -RESOLUTION OF CONSTRUCTION CLAIMS

Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 53, Changes and Extra Work, as a prerequisite to filing any claim governed by this Section. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

a. **Intent.** Effective January 1, 1991, section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement sections 20104 et

seq. and section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

b. **Claims.** For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with Article 53 "Changes and Extra Work" has been denied by the District, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the District. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in Article 53, Changes and Extra Work, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the District and shall include on its first page the following in 16-point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

c. **Supporting Documentation.** The Contractor shall submit all claims in the following format:

1. Summary of claim merit and price, and Contract clause pursuant to which the claim is made.

2. List of documents relating to claim

   (a) Specifications
   (b) Drawings
   (c) Clarifications (Requests for Information)
   (d) Schedules
   (e) Other

3. Chronology of events and correspondence

4. Analysis of claim merit

5. Analysis of claim cost

6. Analysis of time impact analysis in CPM format

7. If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary

of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

8. Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq*.

d. **District's Response.** Upon receipt of a claim pursuant to this Section, District shall conduct a reasonable review of the claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the District issues its written statement.

1. If the District needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the District's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three Days following the next duly publicly noticed meeting of the District's governing body after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

2. Within 30 Days of receipt of a claim, the District may request in writing additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of District and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the Contractor within 30 Days (if the claim is less than $15,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

e. **Meet and Confer.** If the Contractor disputes the District's written response, or the District fails to respond within the time prescribed, the Contractor may so notify the District, in writing, either within 15 Days of receipt of the District's response or within 15 Days of the District's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the District shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

f. **Mediation.** Within 10 business Days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 Days after the District issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the District and the Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within 10 business Days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

1. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

2. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

4. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

g. **Procedures After Mediation.** If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

h. **Civil Actions.** The following procedures are established for all civil actions filed to resolve claims of $375,000 or less:

1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more

favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

i. **Government Code Claims.** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra Work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the District may be filed. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.**

j. **Non-Waiver.** The District's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety.

ARTICLE 58 -DISTRICT'S RIGHT TO TERMINATE CONTRACT

a. Termination for Cause: The District may, without prejudice to any other right or remedy, serve written notice upon Contractor of its intention to terminate this Contract if the Contractor: (i) refuses or fails to prosecute the Work or any part thereof with such diligence as will ensure its completion within the time required; (ii) fails to complete the Work within the required time; (iii) should file a bankruptcy petition or be adjudged a bankrupt; (iv) should make a general assignment for the benefit of its creditors; (v) should have a receiver appointed; (vi) should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials to complete the Work; (vii) should fail to make prompt payment to subcontractors or for material or labor; (viii) persistently disregard laws, ordinances, other requirements or instructions of the District; or (ix) should violate any of the provisions of the Contract Documents.

The notice of intent to terminate shall contain the reasons for such intention to terminate. Unless within ten (10) Days after the service of such notice, such condition shall cease or satisfactory arrangements (acceptable to the District) for the required correction are made, this Contract shall be terminated. In such case, Contractor shall not be entitled to receive any further payment until the Project has been finished. The District may take over and complete the Work by any method it may deem appropriate. Contractor and its surety shall be liable to the District for any excess costs or other damages incurred by the District to complete the Project. If the District takes over the Work, the District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Project site.

b. Termination For Convenience**:** The District may terminate performance of the Work in whole or, in part, if the District determines that a termination is in the District's interest.

The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the District, the extent of termination, and the effective date of such termination.

After receipt of Notice of Termination, and except as directed by the District, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

1. Stop Work as specified in the Notice.

2. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.

3. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.

4. Terminate all subcontracts to the extent that they relate to the portions of the Work terminated.

5. Place no further subcontracts or orders, except as necessary to complete the remaining portion of the Work.

6. Submit to the District, within ten (10) Days from the effective date of the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials, and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the District's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by the District no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by the District's Termination for Convenience."

7. These provisions are in addition to and not in limitation of any other rights or remedies available to the District.

c. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the District may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the District or the Contract is terminated.

ARTICLE 59 -WARRANTY AND GUARANTEE

a. Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all Work conforms to the Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.

b. Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.

c. The Contractor shall remedy at its expense any damage to District-owned or controlled real or personal property.

d. Contractor shall furnish the District with all warranty and guarantee documents prior to final Acceptance of the Project by the District.

e. The District shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the District shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.

f. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the District may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:

1. Obtain for District all warranties that would be given in normal commercial practice.

2. Require all warranties to be executed, in writing, for the benefit of the District; and

3. Enforce all warranties for the benefit of the District, unless otherwise directed in writing by the District.

This Article shall not limit the District's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. The District specifically reserves all rights related to defective Work, including but not limited to the defect claims pursuant to California Code of Civil Procedure Section 337.15.

ARTICLE 60 -DOCUMENT RETENTION & EXAMINATION

a. In accordance with Government Code Section 8546.7, records of both the District and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.

b. Contractor shall make available to the District any of the Contractor's other documents related to the Project immediately upon request of the District.

c. In addition to the State Auditor rights above, the District shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the District, for a period of four (4) years after final payment.

ARTICLE 61 -SOILS INVESTIGATIONS

When a soils investigation report for the Project site is available, such report shall not be a part of the Contract Documents. Any information obtained from such report as to subsurface soil condition, or to elevations of existing grades or elevations of underlying rock, is approximate only and is not guaranteed. Contractor acknowledges that any soils investigation report (including any borings) was prepared for purposes of design only and Contractor is required to examine the site before submitting its bid and must make whatever tests it deems appropriate to determine the underground condition of the soil.

ARTICLE 62 -REQUIRED CERTIFICATIONS

Contractor shall, for all contracts involving state funds, submit a "Drug-Free Workplace Certification" and a "Recycled Content Certification." These forms are included in the Contract Documents and must be signed under the penalty of perjury and dated prior to commencing Work on this Project.

In addition to the above listed certifications, Contractor shall, for all contracts involving state funds, execute and submit an "Asbestos-Free Materials Certification." Contractor, further, is aware of the following:

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

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

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

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

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

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

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

ARTICLE 63 -SEPARATE CONTRACTS

a. The District reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.

b. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect Work already in place and shall at once report to the District Representative any problems with the Work in place or discrepancies with the Contract Documents.

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

ARTICLE 64 -NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to District shall be addressed to the District as designated in the Notice Inviting Bids unless District designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) Days after being sent by first class mail, whichever

is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

ARTICLE 65 -NOTICE OF THIRD-PARTY CLAIMS

Pursuant to Public Contract Code Section 9201, the District shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

ARTICLE 66 -STATE LICENSE BOARD NOTICE.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

ARTICLE 67 -INTEGRATION

a. Oral Modifications Ineffective. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

b. Contract Documents Represent Entire Contract. The Contract Documents represent the entire agreement of the District and Contractor.

ARTICLE 68 -ASSIGNMENT

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof including any claims, without prior written consent of the District. Any assignment without the written consent of the District shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

ARTICLE 69 -CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the District in order that proper steps may be taken to have the change reflected on the Contract.

ARTICLE 70 -ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2 (commencing with Section 16700) of part 2 of division

7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time the District makes final payment to the Contractor, without further acknowledgment by the parties.

ARTICLE 71 -PROHIBITED INTERESTS

No District official or representative who is authorized in such capacity and on behalf of the District to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

ARTICLE 72 -LAWS AND REGULATIONS

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

b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA regulations.

ARTICLE 73 -PATENT FEES OR ROYALTIES.

The Contractor shall include in its bid amount the patent fees or royalties on any patented article or process furnished or used in the Work. Contractor shall assume all liability and responsibility arising from the use of any patented, or allegedly patented, materials, equipment, devices or processes used in or incorporated with the Work, and shall defend, indemnify and hold harmless the District, its officials, officers, agents, employees and representatives from and against any and all liabilities, demands, claims, damages, losses, costs and expenses, of whatsoever kind or nature, arising from such use.

ARTICLE 74 -OWNERSHIP OF DRAWING

All Contract Documents furnished by the District are District property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the District on request at completion of the Work.

ARTICLE 75 -NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

ARTICLE 76 -COMPLIANCE WITH DTSC GUIDELINES—IMPORTED SOILS

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

ARTICLE 77 -DISTRICT'S INSPECTOR

The Inspector's duties are specifically defined in the California Code of Regulations. Inspector shall have access to all plant operations involving Work under this Contract and shall be provided reasonable advance notice of the time and place of operations which the Inspector desires to observe. Inspector shall be provided with all necessary samples of materials and Work for testing purposes. All Work shall be under the observation of Inspector. Inspector shall have free access to any or all parts of Work at any time. Contractor shall provide safe and proper facilities for such access. Contractor shall furnish Inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting progress and manner of work and character of materials. Inspection of Work shall not relieve Contractor from any obligation to fulfill this Contract. Inspector, after consultation with the District's Representative, shall have authority to stop Work whenever the provisions of the Contract Documents are not being complied with and Contractor shall instruct its employees accordingly. Inspector shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

ARTICLE 78 -INSPECTOR'S FIELD OFFICE

a. The Contractor shall be responsible for providing the inspector's field office. The office shall be of substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key-type lock or padlock hasp. The inspector's field office shall have heating and air-conditioning and shall be equipped with a telephone, a telephone answering machine, and a fax machine at Contractor's expense.

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

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

SPECIAL CONDITIONS

ARTICLE 1 -FINGERPRINTING REQUIREMENT

Pursuant to Article 14 of the General Conditions the District's determination of the fingerprinting requirement application is as follows:

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

a. _X_ are subject to the requirements of Education Code section 45125.2 and Paragraph (a) and (b) of Article 14 of the General Conditions.

b. ___ are not subject to the requirements of Education Code section 45125.2 and are subject to Paragraph (b) of Article 14 of the General Conditions.

ARTICLE 2 -BRAND OR TRADE NAMES

The District has not made findings pursuant to Public Contract Code Section 3400(b) regarding the use of specific materials, products, things, and/or services that must be utilized for the Project.

ARTICLE 3 -SCHEDULES AND SCHEDULING SOFTWARE

All Schedules to be provided by Contractor to District under Article 7 of the General Conditions shall be provided to District in printed form and electronically using a software application approved by District, such as Microsoft Project, Primavera, or similar application.

ARTICLE 4 -SCHEDULE UPDATES AND LIQUIDATED DAMAGES

1. An initial schedule shall be submitted pursuant to the schedule shown in Article 5 of the Special Conditions ~~ten (10) days after Notice of Award~~ pursuant to Article 7 of the General Conditions.

2. An updated schedule shall be provided weekly on Monday before 12:00 noon beginning at project construction commencement and continuing through project completion. An alternate day may be agreed to by the District at the Preconstruction Meeting, and if agreed to, such alternate day shall be maintained throughout the project.

3. The Contractor shall be subject to assessment and withholding of Liquidated Damages if the initial schedule is not submitted on time and the updated schedule is not submitted on time each week, in the amount of **One Hundred Dollars ($100.00)** per day.

ARTICLE 5 -SCHEDULE

The overall Project Schedule shall be as follows:

	TASKS	DAY	START	FINISH	DAY	
Encinita Relo	**Bid Duration**	**T**	**02/24/26**	**03/25/26**	W	30
Encinita Relo	**Legal Advertisement Publication 1**	**T**	**02/24/26**	**02/24/26**	T	1
Encinita Relo	**Legal Advertisement Publication 2**	**T**	**03/03/26**	**03/03/26**	**T**	1
Encinita Relo	**Bid Docs Available**	**M**	**03/09/26**	**03/09/26**	**M**	1
Encinita Relo	Job Walk **TIME: 9:00 am**	W	**03/11/26**	**03/11/26**	W	1
Encinita Relo	**Last day for Questions**	**M**	**03/16/26**	**03/16/26**	**M**	1
Encinita Relo	**Last day for Addenda**	**TH**	**03/19/26**	**03/19/26**	**TH**	1
Encinita Relo	**Placeholder Board Item**	TH	**03/19/26**	**03/19/26**	TH	1
Encinita Relo	**BID OPENING: TIME: 9:00 am**	**W**	**03/25/26**	**03/25/26**	**W**	1
Encinita Relo	5-day Challenge Period	TH	03/26/26	03/30/26	M	5
Encinita Relo	**Board Item Due (Award)**	TH	03/26/26	03/26/26	TH	1
Encinita Relo	Notice of Intent to Award; Send agreement, Req insur	T	03/31/26	03/31/26	T	1
Encinita Relo	**Board Award**	TH	**04/02/26**	**04/02/26**	TH	1
Encinita Relo	Notice of Award; Request Bonds	F	04/03/26	04/03/26	F	1
Encinita Relo	Execute Agreement	M	04/06/26	04/08/26	W	3
Encinita Relo	**NTP**	W	04/08/26	04/15/26	W	8
Encinita Relo	**SOV-Schedule of Values Due [~~10 days from NOA~~]**	W	04/15/26	04/15/26	W	1
Encinita Relo	**Schedule Due [~~10 days from NOA~~]**	W	04/15/26	04/15/26	W	1
Encinita Relo	**Submittals Due**	W	04/15/26	04/15/26	**W**	1
Encinita Relo	**Precon**	**W**	**04/15/26**	**04/15/26**	W	1
Encinita Relo	Last day of school	T	06/09/26	06/09/26	T	1
Encinita Relo	**DSA Approval [* Note assumptions below]**	TH	03/12/26	**06/10/26**	W	91
Encinita Relo	Mobilization/Construction	F	**06/12/26**	**09/22/26**	T	**103**
Encinita Relo	Return of Teachers - TENTATIVE	M	08/10/26	08/10/26	M	1
Encinita Relo	Start of School - TENTATIVE	TH	08/13/26	08/13/26	TH	1
Encinita Relo	Substantial Completion	T	09/22/26	09/22/26	T	1
Encinita Relo	Punchlist Walk **[1 Day]**	W	09/23/26	09/23/26	W	1
Encinita Relo	Punchlist Issued	F	09/25/26	09/25/26	F	1
Encinita Relo	Punchlist Work and Completion [LDs apply after end date]	M	09/28/26	**10/02/26**	F	5
Encinita Relo	Total Duration to Final Completion	F	**06/12/26**	**10/02/26**	F	**113**
Encinita Relo	Completion Confirmation Walk **[1 Day]**	W	10/07/26	10/07/26	W	1
	Calendar Days of Construction (to substantial completion)		**06/12/26**	**09/22/26**		**103**
					Construction Weeks	**14.7**

The schedule required by Article 7 of the General Conditions shall conform to the schedule above.

ARTICLE 6 -SUMMER SCHOOL.

Summer School 2026 will be held at the Project site, from June 15 through July 15 from 8:30 am to 3:30 pm, Monday through Friday. Contractor shall accommodate summer school schedule so as to have no contact with students or staff and to maintain student and staff safety. Contractor shall securely fence the work area and conduct its activities so as not to have any contact with District students and staff.

ARTICLE 7 -SCHEDULE OF VALUES.

The Schedule of Values (SOV) required by Article 48 of the General Conditions shall be broken down by site, by building, and by scope of work, as is appropriate to the Project to accurately assess progress of completion, as determined by the District. The Contractor shall make such adjustments to the SOV as may be requested by the District. The SOV shall contain a line item for closeout activities with a value acceptable to the District and 1.5% minimum.

ARTICLE 8 -WITHHOLD OF LIQUIDATED DAMAGES

If at any time the Contractor is subject to assessment of Liquidated Damages for late Final Completion and/or late submittal of Schedules/Schedule of Values/Submittals, the District may withhold such assessments from the Contract Price then or thereafter due the Contractor. If the assessment of Liquidated Damages exceeds the then remaining balance of the Contract Price, the Contractor and the Surety issuing the Performance Bond shall be jointly and severally liable to the District for assessed Liquidated Damages which exceed the then remaining balance of the Contract Price.

ARTICLE 9 -LATE SCHEDULE, SCHEDULE OF VALUES, OR SUBMITTALS, AND LIQUIDATED DAMAGES

The Contractor shall be subject to assessment and withholding of Liquidated Damages if the Schedule, Schedule of Values, or all submittals are not submitted by the dates specified within the General Conditions (Articles 7 and 48 of the General Conditions) and these Special Conditions, in the amount of **One-Hundred Dollars ($100.00)** per day per item, until these documents have been received.

ARTICLE 10 -PUNCH LIST

Contractor shall have five (5) days from receipt of the Architect's Punch List to complete all items contained in the Architect's Punch List. Punch List items identified after the publication of the Architect's Punch List may be added to the Architect's Punch List subsequent to its publication and such items shall be completed within the originally designated time for completion of all Punch List items. Liquidated damages shall apply if any uncompleted Architect's Punch List items remain undone as of the completion of the Punch List Completion Verification Walk. Any, if any, Punch List items identified the day of the completion deadline or thereafter shall be placed on a Supplemental Punch List and the Contractor shall be given at least twenty-four (24) hours to complete those particular item(s). The identification of Supplemental Punch List items shall not in any way affect the completion deadline for the Architect's Punch List or preclude the imposition of Liquidated Damages.

ARTICLE 11 -ALLOWANCES

If the contract contains an allowance, it shall only be used for District-approved additional work authorized through a Change Order. Any unused portion of the allowance shall be deducted at the end of the contract through a deductive change order.

ARTICLE 12 -THIRD-PARTY CONSULTANTS.

The District has engaged certain third-party consultants to assist in the legal and successful completion of the Project, such as but not limited to inspector, testing laboratory, environmental monitor, etc. These consultants may be required by law or by the District, and are for the purpose of monitoring that legal requirements are followed. These consultants shall be assigned to be present on the job site during all or portions of the Work as determined to be in the best interest of the District, in the District's sole discretion. The Contractor has no right to challenge the District's assignment of such consultants to monitor the Work including when hours worked by such consultants are in situations where the Contractor has placed itself in a position to be back charged for the consultant's costs pursuant to Article 51 of the General Conditions.

ARTICLE 13 -COORDINATION

Contractor shall fully cooperate with the District and other contractors performing work on this or other project(s) including District maintenance projects at the sites in this project. The Contractor's schedule shall take into account any required coordination with other contractor(s)/project(s) to assure that all project(s) can proceed without conflicts or delay, and complete on time.

ARTICLE 14 -SITE SUPERINTENDENT

Pursuant to Article 12 of the General Conditions, the contractor shall assign a Project Site Superintendent that shall be available at all times when work is being done on the project by the Contractor and handle all communication from the District/District Project personnel (Inspector, Project Manager, etc.) and the Contractor's workers and shall manage and direct the Contractor's workers. The Contractor shall provide the contact information for the Site Superintendent to the District and District Project personnel. The Site Superintendent shall be able to read, write, and speak English. The Contractor shall be subject to assessment and withholding of Liquidated Damages for each day in which work occurs and there is no Site Superintendent on site, in the amount of **Two Hundred Dollars ($200.00) per day.**

ARTICLE 15 -UTILITY VERIFICATION AND PROTECTION

Prior to the commencement of the Work, the contractor shall complete a review of the existing utilities at the site, and of record drawings, to verify their locations. Contractor shall scan the areas where site work is to be done for the presence of existing electrical conduits, cables, and duct banks, and shall mark and take all measures necessary to avoid such existing substructures, while performing the Work, and avoid impacting these existing utilities to the greatest extent possible. Contractor shall repair, at Contractor's sole expense, any existing utilities damaged by the Contractor's Work.

ARTICLE 16 -SITE ACTIVITY LIMITATIONS

Contractor shall regulate the use of its forces and equipment as required against public or unauthorized access to the Work and to protect persons, the Work, and existing facilities from

damage or injury. Contractor shall conform its conduct to the requirements of the City of Rosemead with respect to work hours and noise levels. Contractor shall limit its Work so as not to disturb persons beyond the boundaries of the Site. All limitations on Work activities set forth in these Special Conditions shall be incorporated into and reflected in the Construction Schedules prepared by the Contractor pursuant to the Contract Documents. No adjustment of the Contract Time or the Contract Price will be allowed due to limitations on Work activities at the Site set forth in these Special Conditions.

ARTICLE 17 -SITE LOGISTICS

A. Site access—At the Preconstruction Meeting the District will determine whether a District employee will provide daily site access or whether the Contractor's site supervisor will be issued a key for access. If the Contractor is issued a key, the key must not be duplicated, and the Contractor shall be responsible for safeguarding the key and promptly returning at the completion of the job or earlier upon request. The Contractor shall be fully responsible for all costs of rekeying all affected locks or lock replacement and any interim security measures as required, as determined by the District, if the Contractor or its employees or subcontractors lose or fail to return the key as required herein.

B. Storage and Security – Materials and equipment brought on site should be under continuous supervision or secure storage. Owner will not be responsible for any loss or theft. No materials or equipment may be stored on site overnight in District buildings. Contractor may drop a storage container on site with the permission of the District in a location approved by the District.

C. Parking for Contractor's workforce shall be designated at the Preconstruction Meeting and the Contractor shall assure that its workers only park in designated areas.

D. Site Safety Provisions – Contractor shall observe all Cal OSHA and any other applicable safety requirements.

E. The Contractor shall provide and maintain chain link perimeter fencing or steel plates to protect trenches and areas of Work that may be hazards. Contractor shall provide continuous steel plates and continuous barriers at any trenches that will be left exposed or unattended.

F. Site Conditions at Conclusion of Each Workday –All areas shall be free of hazards. All trash/debris shall be removed daily.

G. COVID-19 Construction Site Guidance and Site Safety Representative – All personnel on site may be required to practice physical distancing and wear masks, in addition to normally required PPE. All personnel will be required to adhere to the Los Angeles County Department of Public Health Guidance for Construction Sites if applicable and District COVID-19 rules. Contractor is to designate a Site Safety Representative (on site at all times) with authority to halt activities, through labor supervisors, that do not adhere to COVID-19 safety practices.

H. Site Conduct and Unlawful Activities - All personnel will conduct themselves in a civil manner while on the worksite. No unlawful activity is permitted at the Site. The sale, use, or consumption of alcoholic beverages, tobacco, and illegal drugs is not permitted at the Site. Workers shall not wear attire that, in the sole discretion of the District, is deemed to

be offensive, disruptive, or disparaging. The District reserves the right, in its sole discretion, to require that any person acting in a manner inconsistent with this paragraph or otherwise acting in a disruptive or inappropriate manner be removed and not return to the worksite.

I. Special Activity Days--Up to 4 Special Activity Days are / is / may be expected during the Contract Time for the Work, for special instructional and/or administrative activities of the District which may or will limit or preclude areas of Site access by Contractor (e.g., first day back for teachers, new teacher inservice, etc.). Contractor's Construction Schedules prepared pursuant to Article 7 of the General Conditions shall incorporate the Special Activity Days set forth above. There shall be no adjustment to the Contract Time or the Contract Price on account of limitations on or preclusions to areas of Site access resulting from special District activities until the actual number of Special Activity Days exceeds the number of Special Activity Days set forth above.

J. Days and Hours – Contractor may work Saturdays, providing that the Inspector is available.

K. No Adjustment--The Contractor's compliance with the requirements of this Article and/or the District's enforcement of the requirements of this Article shall not result in adjustment of the Contract Time or the Contract Price.

ARTICLE 18 -FAILURE TO COMPLETE WORK WITHIN CONTRACTUAL TIME FRAME—SAFETY/SECURITY MEASURES AND WORK HOURS

If the Project should not be completed on or before the completion date, the Contractor shall 1] take needed security and safety measures such as fencing or other measures as requested by the District, and 2] work after school hours and on Saturdays as directed by the District, at no additional cost to the District. This provision does not relieve the Contractor of its obligation to complete the project within the required timeframe. If the Contractor fails to complete the project within the required timeframe, the District shall employ all contractual and legal remedies available, including Liquidated Damages.

TECHNICAL SPECIFICATIONS
(INCLUDING HAZARDOUS MATERIALS
SPECIFICATIONS IF APPLICABLE-
PROVIDED UNDER SEPARATE COVER)

PLANS AND DRAWINGS
(PROVIDED UNDER SEPARATE COVER)

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