



**RFP 22-23-11
REQUEST FOR PROPOSALS
for
RPES CARPET INSTALLATION
(CUPCCAA)**

Submittal Due on or Before:
June 2, 2023 at 11:00 am

Deliver To:
Oro Grande School District
19900 National Trails Hwy
Oro Grande, CA 92368
Attention: Purchasing Department

For Additional Information Contact:
**Nick Higgs | Executive Director
of Maintenance/Operations**
Nick_Higgs@orogrande.org

Mandatory Job Walk:
May 25, 2023 at 7:00 am

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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Oro Grande School District of San Bernardino County, California, acting by and through its Board of Education, hereinafter referred to as the District, will receive up to, but no later than, **11:00 a.m., on June 2, 2023**, sealed bids for the purchase of:

RPES CARPET INSTALLATION

Bid No. 22-23-11

Oro Grande School District ("District") is requesting proposals from qualified providers for Carpet Installation. The selected Vendor will be responsible for meeting or exceeding all specifications listed in this Request for Proposal (RFP).

Proposals must be clearly marked with the bid number and title and submitted in a sealed envelope, and returned by mail or in person to the Oro Grande School District, Purchasing Department, 19900 National Trails Hwy, Oro Grande, Ca 92368 or via email to bids@orogrande.org.

Proposals received later than the designated time and specified will be returned to the bidder unopened. Facsimile or email submittals of the proposal will not be accepted.

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the bidding process.

Copies of the bid documents may be obtained from the Oro Grande School District website: http://www.orogrande.net/departments/business_services or by contacting April Lara in our Purchasing Department via email to bids@orogrande.org. Please note the Bid No in your email.

TIMELINE

Initial RFP Posting & Official Notice on 05/18/2023

Mandatory Job Walk 7:00 am on 5/25/2023

RFP Questions Due from Proposers at 10:00am on 5/26/2023

Districts Response to Questions by 4:00 pm on 5/31/2023

Pre-Qualification due to District by 1:00 pm on 5/31/2023

RFP Responses Due/Public Bid Opening 1:00 pm on 6/2/2023

Board Approval on 6/7/2023

Notification of Selected Vendor on or before 4:00pm on 6/9/2023

Construction Schedule due to District on or before 6/12/2023

Projected Commencement on 6/13/2023

** Subject to change at District discretion*

INSTRUCTIONS TO BIDDERS

1. Preparation of BID Proposal: The Oro Grande School District ("DISTRICT") invites bids on the form attached to be submitted at the time and place stated in the Notice Inviting Bids. Bids ("Bid" or "Bids") shall be submitted on the prescribed bid form, completed in full. All bid items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons signing the Bid shall be in longhand and in permanent blue ink. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by the signature of the person signing the Bid.

2. Questions

1. In order for Bidder to receive answers to questions or addenda, DISTRICT must receive the information by 10:00 a.m. May 26, 2023. If Bidder does not receive confirmation from DISTRICT that its information has been received, Bidder must contact DISTRICT to ensure DISTRICT received the information.
2. All questions raised by Bidders will be answered with an Addendum to the bid, each Addendum will be posted on the District website.

3. Form and Delivery of Bids: The Bid shall be made on the bid form provided, and the complete Bid together with any and all additional materials as required by the Contract Documents, as defined in the Agreement, shall be enclosed in a sealed envelope, addressed and delivered or mailed to DISTRICT's Purchasing Department Attn: April Lara, mailing address: PO Box 386, Oro Grande, Ca 92368 or via email to bids@orogrande.org and must be received on or before the time set forth in the Notice Inviting Bids for the opening of bids. The envelope shall be plainly marked with Bidder's name, address, the Bid # and the date and time for opening of bids. It is the Bidder's sole responsibility to ensure that its Bid has been received in the Purchasing Department prior to the scheduled closing time for receipt of bids. In accordance with Government Code section 53068, any Bid received after the scheduled closing time for receipt of bids or after any extension due to material changes shall be returned to the Bidder unopened. At the time set forth in the Notice Inviting Bids for the opening of bids, the sealed Bids will be opened and read out loud.

4. Signature: Any signature required on the Contract Documents must be signed in the name of Bidder, must bear the signature of the person or persons duly authorized to sign the documents, and must be in permanent blue ink. If Bidder is a corporation, the legal name of the corporation shall first be set forth, together with either: (a) two signatures: one from among the chairman of the board, president or any vice president (collectively, the "Operational Officers") and one from among the secretary, any assistant secretary, chief financial officer, or any assistant treasurer (collectively, the "Financial Officers"); or (b) one signature, provided that the corporate officer holds at least one office as an Operational Officer and one office as a Financial Officer for the corporation; or (c) one signature of an officer or agent, provided that a properly executed corporate resolution authorizing such person to sign on behalf of and bind the corporation is submitted with the Bid. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. If Bidder is a joint venture or partnership, there shall be submitted with the Bid, certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, the individual who shall act in

all matters relative to the Contract resulting therefrom for the joint venture or partnership. If Bidder is an individual, his/her signature shall be placed on such documents.

5. Modifications: Bidder shall not modify the Bid Form. Bidder shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form or other District-provided documents. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in DISTRICT's rejection of the Bid as not being responsive to the invitation to bid. No oral or telephonic modification of any Bid submitted will be considered.

6. Erasures, Inconsistent or Illegible Bids: The Bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the Bid. In the event of inconsistency between words and figures in the Bid price, words shall control figures. In the event DISTRICT determines that any Bid is unintelligible, inconsistent or ambiguous, DISTRICT may reject such Bid as not being responsive to the invitation to bid.

7. Examination of Contract Documents: At its own expense and prior to submitting its Bid, each Bidder shall examine the Contract Documents; familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the Bid; determine the character, quality, and quantity of the equipment, materials and/or supplies to be provided; and correlate its observations, investigations, and determinations with the requirements of the Contract Documents. The failure or omission of any Bidder to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve any Bidder from any obligation with respect to its Bid or to the Contract. The submission of a Bid shall be incontrovertible evidence that the Bidder has complied with all the requirements of this provision of the Instructions to Bidders. Bidders shall not at any time after submission of the Bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or quantity of equipment, materials and/or supplies to be provided. EXECUTION OF CONTRACT – ISSUANCE OF A PURCHASE ORDER SHALL BE EVIDENCE.

8. Award of Contract: DISTRICT reserves the right to reject any or all Bids, or to waive any irregularities or informalities in any Bid or in the bidding. If two identical low Bids are received from responsible Bidders, DISTRICT will determine which Bid will be accepted pursuant to Public Contract Code section 20117. The award of the Contract, if made by DISTRICT, will be by action of the Governing Board and to the lowest responsible Bidder therefore from among those Bidders responsive to the call for bids. Each Bid must conform and be responsive to the Contract Documents.

9. Competency of Bidders: In selecting the lowest responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of Bidder for the performance of the work or the supply of equipment and/or supplies covered by the Bid. By submitting a Bid, each Bidder agrees that DISTRICT, in determining the successful Bidder and its eligibility for the award, may consider Bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect Bidder's performance of the work or the supply of equipment and/or supplies. To this end, each Bid shall be supported by a completed and pre-approved pre-qualification packet. Packets shall be

completed online and will be accepted up until 6/2/2023 at 1:00 pm. In addition, DISTRICT may conduct such investigations as DISTRICT deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidder to do the work and/or supply equipment and/or supplies in accordance with the Contract Documents to DISTRICT's satisfaction within the prescribed time; and DISTRICT reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the satisfaction of DISTRICT. If the work or supply of equipment and/or supplies requires a license, no Bid will be accepted from a Bidder who is not licensed in accordance with applicable State law.

10. Workers' Compensation: In accordance with the provisions of Section 3700 of the Labor Code, Bidder shall secure the payment of compensation to all employees. Bidder shall sign and file with DISTRICT together with the executed Agreement the following certificate prior to performing the work or providing the equipment and/or supplies under the Contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions prior to the execution of the Agreement." The form of such certificate is included as a part of the Contract Documents.

11. Anti-Discrimination: It is the policy of DISTRICT that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical disability, mental disability, medical condition, or marital status. Bidder agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.

12. Hold Harmless: Bidder shall indemnify and hold harmless DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

3. Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by Bidder or any person, firm or corporation employed by Bidder upon or in connection with the work and/or delivery of equipment and/or supplies called for in the Agreement, except for liability resulting from the sole negligence, or willful misconduct of DISTRICT, its officers, employees, agents or independent contractors who are directly employed by DISTRICT.
4. Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of Bidder, or any person, firm, or corporation employed by Bidder, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including DISTRICT, arising out of, or in any way connected with the work and/or delivery of equipment and/or supplies covered by the Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose from the negligence or willful misconduct of anyone employed by Bidder, either directly or by independent contract, and not by the active negligence of DISTRICT.
5. Any failure or alleged failure to comply with any provision of law or the Contract Documents.
6. Any dispute between Bidder and its subcontractors/ suppliers/ sureties, including, but not limited to, any failure or alleged failure of Bidder (or any person hired or employed directly or indirectly by Bidder) to pay any subcontractor or materialman of any tier or any other

person employed in connection with the work and/or delivery of equipment and/or supplies and/or filing of any stop notice or mechanic's lien claims.

7. Bidder, at Bidder's own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against DISTRICT, its officers, agents or employees, or any such claim or liability, and shall pay or satisfy any judgment that may be rendered against DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

13. Excise Taxes.

8. Bidder will pay all applicable federal, state and local taxes on all materials, labor, or services furnished by it; and all taxes arising out of its operations under the Contract Documents.
9. If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, DISTRICT, upon request, will execute documents necessary to show (1) that DISTRICT is a political subdivision of the State of California for the purposes of such exemption and (2) that the sale is for the exclusive use of DISTRICT. No excise tax for such materials shall be included in any Bid price.

14. Sales Tax: Bidder shall include San Bernardino County, California sales tax in its Bid (7.75%) as outlined on the Bid Form.

15. Delivery Charges: Bids must be priced F.O.B. destination unless the Contract Documents invite quotations for delivery and freight to be set apart or as separate cost items.

16. Status of Bidder: Bidder is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the work or services required of it by the terms of the Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between DISTRICT and Bidder or any of Bidder's agents or employees. Bidder assumes exclusively the responsibility for the acts of its employees as they relate to the work or services to be provided during the course and scope of their employment. Bidder, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees. DISTRICT shall be permitted to monitor the activities of the Bidder to determine compliance with the terms of the Agreement.

17. Prohibited Interests: No DISTRICT official who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving the Contract, shall become directly or indirectly interested financially in the Contract or in any part thereof. Bidder shall receive no compensation and shall repay DISTRICT for any compensation received by Bidder hereunder, should Bidder aid, abet or knowingly participate in violation of this section.

18. District's Right to Terminate Contract:

a. Termination for Cause

10. If Bidder refuses or fails to deliver the equipment or supplies with such diligence as will insure its complete delivery within the time specified or any extension thereof, or if Bidder should be adjudged bankrupt, or if Bidder should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it

should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to perform work or deliver equipment and/or supplies as to ensure complete delivery within the time specified, or if Bidder persistently disregards laws, ordinances or instructions of DISTRICT, or if Bidder should otherwise be guilty of a substantial violation of any provision of the Agreement, then Bidder shall be deemed to be in default of the Agreement and DISTRICT may, without prejudice to any other right or remedy, serve written notice upon Bidder of DISTRICT's intention to terminate the Agreement. The notice shall contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition shall cease or such violation shall cease and arrangements satisfactory to DISTRICT for the correction thereof be made, the Agreement shall upon the expiration of said ten (10) days, cease and terminate. In such case, Bidder shall not be entitled to receive any further payment until performance is completed.

11. In the event of any such termination, DISTRICT shall immediately serve written notice thereof upon surety and Bidder, and surety shall have the right to take over and perform the Agreement, provided, however, that if surety within seven (7) days after service upon it of said notice of termination does not give DISTRICT written notice of its intention to take over and perform the Agreement or does not commence performance thereof within fifteen (15) days from date of serving such notice of termination by DISTRICT on surety, DISTRICT may take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of Bidder. Bidder and its surety shall be liable to DISTRICT for any excess cost or other damages occasioned DISTRICT thereby. Time is of the essence in the Agreement. If DISTRICT takes over the work as hereinabove provided, 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 Bidder as may be on the site of the work and necessary therefor.
 - iii. If the unpaid balance of the Contract price shall exceed the expense of completing performance under the Agreement, including compensation for additional services, such excess shall be paid to Bidder. If such expense shall exceed such unpaid balance, Bidder shall pay the difference to DISTRICT.

b. Termination for Convenience.

12. DISTRICT may, at any time, terminate the Contract for DISTRICT's convenience and without cause.
13. Upon receipt of written notice from DISTRICT of such termination for DISTRICT's convenience, Bidder shall:
 - 13.1. Cease operations as directed by DISTRICT in the notice;
 - 13.2. Take actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
 - 13.3. Not terminate any insurance provisions required by the Contract Documents.
14. In case of such termination for DISTRICT's convenience, Bidder shall be entitled to receive payment from DISTRICT for work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including overhead and profit for that portion of the work completed, and reasonable proven damages.

c. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to DISTRICT.

19. Substitution for Specified Items: Whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification 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," and Bidder may, under the provisions of Public Contract Code section 3400, unless otherwise stated, offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified. If the material, process or article offered by Bidder is not, in the opinion of DISTRICT, substantially equal or better in every respect to that specified, then Bidder shall furnish the material, process, or article specified.

15. With respect to major equipment or material items listed in the bid, unless Bidder clearly indicates in its Bid that it is proposing to use an "equal" product, its Bid shall be considered as offering a product referred to by the brand name specified for the equipment or material items listed in the bid. The brand name, if any, of the proposed substitute product shall be inserted in the space provided in the Bid Proposal. The awarding of the Contract to a Bidder who has indicated in its Bid that it is proposing to use an "equal" product shall not constitute an admission by DISTRICT of the equality of that product. It is expressly understood and agreed by Bidder that, in so awarding the Contract, DISTRICT reserves the right to reject any such proposed substituted product. It is further expressly understood and agreed by Bidder that in the event DISTRICT rejects a proposed "equal" product, Bidder will then supply either a product designated by brand name in the specifications or a substitute therefore which meets with the approval of DISTRICT.
16. With respect to all proposed substitutions of "equal" products, both items of equipment and that of any materials, process, or article specified in the Contract Documents, no substitutions shall be made until approved, in writing, by DISTRICT. The burden of proof as to equality of major equipment or any material, process, or article shall rest with Bidder. Bidder shall submit with its Bid any request for substitution, together with complete manufacturer's catalogs, brochures, drawings, samples, certified copies of test reports and other substantiating data for substitution of an "or equal" item. In this regard, Bidder should note that DISTRICT is not responsible for locating or securing any information which is not included in such substantiating data. The provisions included in this section authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of the Agreement. Unless extended by mutual agreement of the parties, DISTRICT shall notify the Bidder of its decision concerning the proposed substitution of "equal" items within five (5) days after the Contract has been awarded. Such a decision shall be final and conclusive.
17. The time limitations contained in this section shall be complied with strictly. Should Bidder fail to request the substitution of an alternative item at the times and in the manner set forth herein, the Bid submitted by Bidder shall be considered as offering the product(s) referred to by the brand name(s) specified for the equipment or material, process or article listed in the Contract Documents.
18. In the event that Bidder furnishes equipment, supplies or materials more expensive than that specified, the difference in cost of such equipment, supplies or materials so furnished shall be borne by the Bidder.
19. By making requests for substitutions, Bidder:
 - 19.1. represents that Bidder has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
 - 19.2. represents that Bidder will provide the same warranty for the substitution that Bidder would for that specified;

- 19.3. certifies that the cost data presented is complete and includes all related costs under the Agreement except DISTRICT's costs, and waives all claims for additional costs related to the substitution which subsequently become apparent;
- 19.4. will coordinate the installation of the accepted substitute, making such changes as may be required for completing performance under the Agreement in all respects.

20. Delivery of Equipment and/or Supplies: All work required by the Contract Documents must be completed within the time limits set forth in the Notice Inviting Bids. Should Bidder fail to complete all such work in a timely manner, Bidder shall be deemed to be in default and DISTRICT may avail itself of any or all legal or equitable remedies.

21. Drug-Free Workplace Certification: Pursuant to Government Code sections 8350 et seq., Bidder will be required to execute a Drug-Free Workplace Certificate upon execution of the Agreement. Bidders will be required to take positive measures outlined in the certificate in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

22. Patents, Royalties, and Indemnities: Bidder shall hold and save DISTRICT and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by DISTRICT, unless otherwise specifically provided in the Contract Documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of DISTRICT or its officers, agents, or employees.

23. Protection of Persons and Property: Bidder has been advised and is aware that DISTRICT has adopted Board Policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on DISTRICT property. Bidder shall be responsible for the enforcement of DISTRICT's tobacco-free policy among all Bidder's employees and subcontractors while on DISTRICT property. Bidder understands and agrees that should any employee or subcontractor of Bidder violate Board Policy, after having already been warned once for violating DISTRICT's tobacco-free policy, Bidder shall remove the individual from the Project for the duration of the Agreement. Bidder shall not be entitled to any additional compensation and/or time in completing performance of the Agreement as a result of such removal.

- 20. Bidder shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered until completion and final acceptance by DISTRICT.
- 21. Bidder shall provide evidence of insurance with the following minimum limit of liability:
 - 21.1. Public Liability Insurance for injuries, including accidental death, to any one person in an amount not less than \$1,000,000, and subject to the same limit for each person on account of one accident, in an amount not less than \$1,000,000. Excess Liability (Umbrella) Insurance in an amount not less than \$2,000,000.
 - 21.2. Property Damage Insurance in an amount not less than \$1,000,000.
 - 21.3. Automobile and Truck Insurance in an amount not less than \$1,000,000 per person, per accident.
 - 21.4. Workers' Compensation with statutory limits and Employer's Liability Insurance with limits of liability of not less than \$1,000,000 for bodily injury by accident;

\$1,000,000 per employee for bodily injury by disease, and \$1,000,000 for bodily injury by disease.

22. Bidder shall name DISTRICT as an additional insured in all policies, all of which shall be open to inspection by all parties in interest. A minimum 30-day notice of cancellation is required. The Insurance Certificate/Additional Insured section shall be project specific. Bidder shall not commence performance of the Contract without such proof of insurance. Bidder shall provide proof of insurance coverage to DISTRICT within 72 hours subsequent to the submission of the Bid or shall be deemed non responsive.

24. Bidder Claims: If Bidder shall claim compensation for any damage sustained by reason of the acts of DISTRICT or its agents, Bidder shall, within five (5) days after sustaining such damage, make to DISTRICT a written statement of the damage sustained. On or before the fifteenth (15th) day of the month succeeding that in which such damage shall have been sustained, Bidder shall file with DISTRICT an itemized statement of the details and amount of such damage, and unless such statement shall have been made as thus required, Bidder's claims for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage.

25. Non-Conforming Equipment and Supplies: Bidder shall promptly remove from the premises all equipment or supplies delivered by Bidder and identified by DISTRICT as failing to conform to the Contract, whether incorporated or not. Bidder shall promptly replace the non- conforming equipment and supplies to comply with the Contract Documents without additional expense to DISTRICT and shall bear the expense of making good all property destroyed or damaged by such removal or replacement.

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

26. Assignment of Antitrust Actions: Section 7103.5(b) of the Public Contract Code provides:

i. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body [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. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

Bidder agrees to assign to DISTRICT all rights, title, and interest in and to all such causes of action Bidder may have under the Contract. This assignment shall become effective at the time DISTRICT tenders final payment to Bidder.

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

23. If notice is given to DISTRICT, by personal delivery thereof to DISTRICT or by depositing same in the United States mail, enclosed in a sealed envelope addressed to DISTRICT, and sent by registered or certified mail with postage prepaid;
24. If notice is given to Bidder, by personal delivery thereof to said Bidder or by depositing same in the United States mail, enclosed in a sealed envelope addressed to said Bidder at its regular place of business or at such other address as may have been established for the conduct of work under the Contract, and sent by registered or certified mail with postage prepaid; or
25. If notice is given to surety or other persons, by personal delivery to such surety or other person or by depositing same in the United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by surety or other person to party giving notice, and sent by registered or certified mail with postage prepaid.
26. No Assignment: Bidder shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or of its rights, obligations, title or interest in or to the same or any part thereof, without the previous written consent of DISTRICT; and Bidder shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract unless by and with the like consent signified in like manner. If Bidder shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract or its rights, obligations, title or interest therein, or of any of the monies to become due under the Contract, to any other person, company, or other corporation, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Contract may, at the option of DISTRICT, be terminated, revoked and annulled, and DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to Bidder, and to its purported assignee or transferee. No right under the Contract, nor any right to any money to become due hereunder, shall be asserted against DISTRICT in law or equity by reason of any purported assignment of the Contract, or any part thereof, or by reason of the purported assignment of any monies to become due hereunder, unless authorized as set forth herein by written consent of DISTRICT. Any assignment of money due or to become due under the Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under the Contract in favor of all persons, firms or corporations rendering such services or supplying such materials to the extent that the claims are filed pursuant to the Civil Code, Government Code and/or Code of Civil Procedure and shall also be subject to withholding of payments as determined by DISTRICT in accordance with the Contract.
27. No Waiver: The failure of DISTRICT in any one or more instances to insist upon strict performance of any of the terms of the Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
28. Bid Protest. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the THIRD (3rd) business day following bid opening.
 - 28.1. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest.
Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
 - 28.2. A bid protest must contain a complete statement of any and all bases for the protest

- and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
- 28.3. The protest must refer to the specific portions of all documents that form the basis for the protest.
- 28.3.1. Without limitation to any other basis for protest, an inadvertent error in listing the California contractor's license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid non responsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
- 28.3.2. Without limitation to any other basis for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid non responsive provided that any of the following apply:
- 28.3.2.1. The subcontractor is registered prior to the bid opening.
- 28.3.2.2. The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
- 28.3.2.3. The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
- 28.4. The protest must include the name, address and telephone number of the person representing the protesting party.
- 28.5. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- 28.6. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

Summary

The purpose of this RFP is to request proposals from qualified providers for Carpet Installation at our Riverside Preparatory Elementary Campus. Provider will be responsible for moving in/out/around all classroom furniture and supplies necessary for carpet removal and new carpet install.

REQUIRED BID FORMS

The following forms must be completed and submitted with the bid. Failure to provide all documents enumerated below may result in the bidder's bid being deemed non-responsive.

- ☐ Bid Form
- ☐ Designation of Subcontractor
- ☐ Substitution Request Form
- ☐ Bid Bond
- ☐ Non-Collusion Affidavit

BID FORM

TO: ORO GRANDE SCHOOL DISTRICT, acting by and through its Governing Board, herein called the "DISTRICT"

FROM:

Proper Name of Bidder ("Bidder")

1. Pursuant to your Notice Inviting Bids and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete Contract Documents, as defined in the Agreement, the local conditions affecting the performance of the Contract, as defined in the Agreement, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Contract Documents and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the Contract and complete in a good workmanlike manner all of the work required in connection with **Bid No: 22-23-11 RPES Carpet Installation**, all in strict conformity with the Contract Documents.

2. **ADDENDA:** The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda).

ADDENDUM NO. _____ DATE RECEIVED _____

ADDENDUM NO. _____ DATE RECEIVED _____

ADDENDUM NO. _____ DATE RECEIVED _____

ADDENDUM NO. _____ DATE RECEIVED _____

3. **PRICE:** _____ Dollars and _____ Cents. (\$_____). Said sums include all applicable taxes and costs.

WARRANTIES (Please provide warranty information, attach separate page(s) as needed)

ESTIMATED DELIVERY TIME: _____

4. In submitting this Bid, the Bidder acknowledges that the Instructions to Bidders is an integral part of the Contract Documents and that the Instructions to Bidders has been read, understood and accepted by Bidder. Bidder understands and agrees not to disclaim knowledge of the meaning and effect of any term or provision of the Instructions to Bidders

and agrees to strictly abide by their meaning and intent.

5. It is understood that DISTRICT reserves the right to reject this Bid and that this Bid shall remain open and not be withdrawn for the period specified in the Notice Inviting Bids
6. The required Information Required of Bidder is hereto attached.
7. The required Non-collusion Affidavit is hereto attached.
8. The required Substitution Request Form is hereto attached.
9. It is understood and agreed that if written notice of the acceptance of this Bid is mailed or delivered to the undersigned after the opening of the Bid, and within the time this Bid is required to remain open, or at any time thereafter before this Bid is withdrawn, the undersigned will execute and deliver to DISTRICT a contract in the form attached hereto in accordance with the Bid as accepted, and that the undersigned will also furnish and deliver to DISTRICT all other documents specified in Section 3 of the Instructions to Bidders within five (5) calendar days after receipt of notification of award, and that the work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract on the date to be stated in DISTRICT's Notice to Proceed delivered to Bidder, and shall be completed by Bidder in the time specified in the Contract Documents.
10. Communications conveying acceptance of bids, requests for additional information or other correspondence should be addressed to the undersigned at the address stated below.

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

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

12. Pursuant to Government Code section 4552, in submitting this Bid, Bidder offers and agrees that if the Bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code section 16700 et seq.) arising from

the purchase of goods, materials, or services by Bidder for sale to DISTRICT pursuant to the Bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment to Bidder.

13. If Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of _____ and that _____ whose title is _____ and _____ whose title is _____ is/are authorized to act for and bind the corporation. See Section 4 of the Instructions to Bidders for additional information.
14. It is understood and agreed that, should Bidder fail or refuse to return executed copies of the Agreement, each of the certificates specified in Section 3 of the Instructions to Bidders and required bonds to DISTRICT within five (5) calendar days of receiving notice of the award of the Contract to Bidder, the successful bidder shall be deemed to be in default, and the DISTRICT may award the Contract to the next lowest bidder.
15. Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and Bidder shall indemnify, hold harmless and defend DISTRICT against any and all actions, proceedings, penalties or claims arising out of Bidder's failure to comply strictly with IRCA.
16. It is understood and agreed that, if requested by DISTRICT, Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Proper Name of Company

Name of Bidder Representative

Street Address

City, State, and Zip

Phone Number

E-Mail Address

By: _____
Signature of Bidder Representative

Date: _____

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

All signatures must be made in permanent blue ink.

DESIGNATED SUBCONTRACTORS LIST

1. Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the scope of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (0.5%) of Bidder's total Bid.
2. As to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.
3. If alternate bids are called for and Bidder intends to use Subcontractors different from or in addition to those Subcontractors listed for work under the base Bid, Bidder must list Subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Bid, including alternates.
4. In case more than one subcontractor is named for the same scope of Work, state the portion that each will perform.
5. Bidder need not list entities that are only vendors or suppliers of materials.
6. All listed first-tier subcontractors must be prequalified.
7. Bidder must provide the Contactor State License Board number ("CSLB No.") for all listed subcontractors and indicate the License Classification that the subcontractor will perform their scope of work under.
8. Bidder must provide the Department of Industrial Relations registration number ("DIR No.") for all listed subcontractors.
9. Bidder must provide the Bid Amount (\$) for all listed subcontractors.
10. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Subcontractor Name:_____ **Location:**

Scope of

Work:_____

CSLB No.:_____ License

Classification:_____

DIR No.:_____ Bid

Amount:_____

Subcontractor Name:_____ **Location:**

Scope of

Work:_____

CSLB No.:_____ License

Classification:_____

DIR No.:_____ Bid

Amount:_____

Subcontractor Name:_____ **Location:**

Bid No. 22-23-11 RPES Carpet Installation

Scope of

Work: _____

CSLB No.: _____ License

Classification: _____

DIR No.: _____ Bid

Amount: _____

Subcontractor Name: _____ **Location:**

Scope of

Work: _____

CSLB No.: _____ License

Classification: _____

DIR No.: _____ Bid

Amount: _____

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information is complete, true, and correct.

Date:

Proper Name of Contractor:

Signature:

Print Name:

Title:

SUBSTITUTION REQUEST FORM

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

Specified Item	Requested Substituted Items	Agree to Provide Specific Item in the Event Request is Denied ¹ (Circle One)		District Decision (Circle One)	
1. _____	_____	Yes	No	Grant	Deny
2. _____	_____	Yes	No	Grant	Deny
3. _____	_____	Yes	No	Grant	Deny
4. _____	_____	Yes	No	Grant	Deny
5. _____	_____	Yes	No	Grant	Deny
6. _____	_____	Yes	No	Grant	Deny

¹ Bidder must state whether bidder will provide the Specified Item in the event that District denies the request for substitution. If bidder states that bidder will not provide the Specified Item in the event their request for substitution is denied, bidder's bid will be considered non responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder's request for substitution is denied, bidder shall execute the Agreement and provide such Specified Item(s).

This Request Form must be accompanied by evidence as to whether the proposed substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the DISTRICT; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and (6) will require no change of the delivery schedule.

(Telephone Number of Surety and agent or representative for service of process in California)

Bid No. 22-23-11 RPES Carpet Installation

7.	_____	_____	Yes	No	Grant	Deny
8.	_____	_____	Yes	No	Grant	Deny

This Request Form must be signed and submitted at the time of bid opening. Bidder must indicate "N/A" if the bidder is not requesting a substitution.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, _____ as Principal ("Principal"),
and _____ as Surety ("Surety"), a corporation organized
and existing under and by virtue of the laws of the State of _____ and authorized to do business as a
surety in the State of California are held and firmly bound unto the Oro Grande School District ("District") of
_____ County, State of California as Obligee, in the sum of
_____ (\$ _____) lawful
money of the United State of America, for the payment of which sum well and truly to be made, we and each of us,
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 a bid to the District for
all Work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the
Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written
contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful
performance and the other guaranteeing payment for labor and materials as required by law, and meets all other
conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully
reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the
Principal to enter into the written contract and to file the required performance and labor and material bonds, and
to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this
obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the
sum stated above shall be due immediately if the Principal fails to execute the Contract within seven (7) days of
the date of the District's Notice of Award to Principal.

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

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

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from
the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90)
days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety

above named, on the _____ day of _____, 20_____

Bid No. 22-23-11 RPES Carpet Installation

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgement for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

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)

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], the party making the foregoing bid.

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

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

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

Signed: _____

Typed Name: _____

REQUIRED CONTRACT FORMS

- ☐ Construction Agreement
- ☐ Criminal Records Check Certification
- ☐ Drug-Free Workplace Certification
- ☐ Tobacco-Free Workplace Certification
- ☐ Workers' Compensation Certification
- ☐ Lead-Containing Materials Notice and Certification
- ☐ Non-Asbestos-Containing Materials Certification
- ☐ Payment Bond
- ☐ Performance Bond

ORO GRANDE SCHOOL DISTRICT

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made the ____ day of _____ in the year ____, in the county of San Bernardino, State of California, by and between the Oro Grande School District hereinafter called the "District" and _____ hereinafter called CONTRACTOR.

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

Project: RPES Carpet Installation

Location:
19175 Third Street
Oro Grande, CA 92368

SCOPE OF SERVICES: CONTRACTOR is fully licensed to provide such services in conformity with the Laws of the State of California; and CONTRACTOR shall provide to the DISTRICT the services set forth in Request for Bids No. 22-23-11 . Any discrepancies or inconsistencies between this AGREEMENT and RFP 22-23-11 shall be interpreted and governed by the terms and conditions of this AGREEMENT. The work will be performed under the direction of the Director of Transportation, for the DISTRICT. The terms of this Agreement shall be controlling in the event any of the terms hereof shall be in conflict with any of the terms in RFP 22-23-11.

PERMITS AND LICENSES THE CONTRACTOR: his employees, and his agents shall secure and maintain valid permits and licenses that are required by law for the execution of this contract.

ASSIGNMENT OF AGREEMENT: The CONTRACTOR shall not assign, transfer or subcontract any of its rights, burdens, duties or obligations under this Agreement without prior written permission of the DISTRICT. This includes a whole or partial purchase of the CONTRACTOR by another party.

FAILURE TO PERFORM: It is agreed by the parties that time is of the essence in the performance of services to be provided by the CONTRACTOR. In the event that the CONTRACTOR shall fail or refuse to perform or do any act herein provided, such failure to perform shall entitle the DISTRICT to secure such services from any source deemed appropriate by the DISTRICT. If the cost of such substitution services is greater than the cost of the services which were to have been provided by the CONTRACTOR, the excess cost shall be charged to and collected from the CONTRACTOR. The DISTRICT also reserves the right to collect from the CONTRACTOR such other additional damages as may flow from the CONTRACTOR'S failure or refusal to perform.

TERMINATION OF AGREEMENT: If the CONTRACTOR refuses or fails to perform services as required to provide the DISTRICT with efficient, safe and economical transportation services, or any severable part thereof, including furnishing adequate equipment and properly trained personnel, or if the CONTRACTOR should be adjudged as bankrupt, or if the CONTRACTOR should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of the CONTRACTOR'S insolvency, or if the CONTRACTOR should repeatedly or persistently refuse or fail to provide equipment and personnel in quantities required to provide transportation services as

herein specified, or the CONTRACTOR persistently disregards laws, ordinances or instructions of the DISTRICT or is otherwise guilty of a substantial violation of this Agreement, then the DISTRICT may, without prejudice to any other right or remedy, serve written notification upon the CONTRACTOR of intention to terminate this Agreement. Such notice shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease and satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the (30) days, cease and terminate. In the event of termination under this paragraph, the DISTRICT shall secure the required services from another transportation contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to, and not in limitation of, any other rights or remedies available to the DISTRICT. This AGREEMENT may be terminated without cause by DISTRICT upon ten (10) days written notice to CONTRACTOR. In the event of a termination without cause, the DISTRICT shall pay CONTRACTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONTRACTOR for Board approved extra services. Any advance payments to CONTRACTOR at the time of termination will be pro-rated at the DISTRICT's discretion based on services completed. Any overpaid amounts will be returned to DISTRICT within ten (10) days. The DISTRICT's termination of the Agreement shall in no way affect CONTRACTOR's obligation to hold harmless and indemnify the DISTRICT in accordance with the Article 20 of the Terms and Conditions.

DEFAULT FOR NON-PERFORMANCE: The CONTRACTOR shall be considered in default and the Agreement subject to termination if:

- The CONTRACTOR furnishes or uses a bus which does not conform to requirements of this Agreement;
- The CONTRACTOR fails to comply with the requirements of the Agreement;
- The CONTRACTOR fails to adhere to bus schedules;
- The CONTRACTOR fails in any way to perform properly the work to be done under the Agreement with the
- DISTRICT.

WAIVER: No waiver of a breach of any provision of this Agreement by the DISTRICT shall constitute a waiver of any other breach of such provision. Failure of the DISTRICT to enforce at any time, or from time to time, any provisions of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity

ATTORNEY FEES: If either party hereto becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation, or in a separate suite, shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

PAYMENTS FOR SERVICES: On or about the first business day of each month, the CONTRACTOR shall submit invoices in the format and number of copies required by the DISTRICT for all services

provided the prior month under this contract. Any additional payments due CONTRACTOR under this Contract will be presented to the DISTRICT in the form of an invoice along with proper documentation. Payment by the DISTRICT of any invoice shall constitute full and final payment for service rendered for the period covered by the invoice, including any deductions for liquidated damages, unless CONTRACTOR or its assignee files claim for error or omission within thirty (30) days from the date of the payment.

LIQUIDATED DAMAGES:

Failure to complete the work within the time and in the manner provided for by this Contract shall subject the Contractor to liquidated damages pursuant to Government Code Section 53069.85. The parties understand and agree that the actual occurrence of damages and the amount thereof which the Owner would suffer if the work is not completed on time is impossible or is extremely difficult to determine.

Accordingly, the parties agree that the **One Hundred** Dollars, **(\$100)** sum of _____ per calendar day for each and every day of delay beyond the time prescribed in the Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the District may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

In the event the Contractor shall become liable for liquidated damages, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages which would otherwise become due the Contractor until the liability of the Contractor under this section has been finally determined. Inclement weather days shall be accounted as one for one. Any acts of God beyond the control of any or all parties shall be assessed individually as to the impact on the project and a mitigation plan shall be determined by both parties.

In accordance with the provisions of Government Code section 4215, the contractor shall not be assessed liquidated damages where delay is caused by the failure of the Owner, or the owner of any utilities, to provide for the removal or relocation of utility facilities.

Article does not exclude recovery of damages under other provisions of the Contract Documents.

CONTRACT PRICE: The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents and including all applicable taxes and costs, the sum of _____ **dollars and no cents (\$_____)**. Payment shall be made as set forth in the General Conditions. Conditional and Unconditional Labor and Material Lien releases shall accompany billing and payment

CONTRACTORS who do not declare a State of California address may be subject to California tax withholding (up to 7%) for all services provided within the State of California. A CA590 or CA587 is required for all Nonresident CONTRACTORS.

TIME OF COMPLETION: The work shall be commenced on the date stated in the District's Notice to Proceed. All work under this Contract shall be completed within _____ 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.

INSURANCE:

Contractor shall maintain comprehensive general liability insurance during the life of this Agreement and shall provide the District with a current certificate of insurance evidencing its general liability insurance coverage in a sum not less than \$1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured. Contractor shall carry workers' compensation coverage for Contractor's employees rendering services to the District under this Agreement. District assumes no liability for workers' compensation or for loss, damage or injury to persons or property in the performance of the services rendered by the Contractor under this Agreement. The insurance shall protect the Contractor from the claims set forth below that may arise out of or result from the Contractor's performance of services or failure to perform services under this Agreement:

- a. Claims under Workers' Compensation, disability benefits and other similar employee benefits acts that are applicable to the work performed;
- b. Claims for damages because of bodily injury, occupational sickness or disease or death of Inspector's employees, agents or invitees;
- c. Claims for damages because of bodily injury or death of any person;
- d. Claims for damages insured by usual personal injury liability coverage that are sustained (1) by any person as a result of an offense directly related to the employment of such person by the Inspector or (2) by any other person
- e. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use therefrom; or
- f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The Inspector's comprehensive general and automobile liability insurance shall be written for not less than the following limits of liability:

Contractor Comprehensive General Liability

Personal Injury:

\$1,000,000 Each Occurrence \$2,000,000 Aggregate

Property Damage:

\$1,000,000 Each Occurrence \$2,000,000 Aggregate

Contractor Comprehensive Automobile Liability

Bodily Injury: Property Damage:

\$1,000,000 Each Person/Occurrence \$1,000,000 Each Occurrence

Contractor Builder's All-Risk Insurance

Subcontractor Comprehensive General Liability

Personal Injury:

\$1,000,000 Each Occurrence \$2,000,000 Aggregate

Property Damage:

\$1,000,000 Each Occurrence \$2,000,000 Aggregate

Subcontractor Comprehensive Automobile Liability

Bodily Injury: Property Damage:

\$1,000,000 Each Person/Occurrence \$1,000,000 Each Occurrence

SUBMITTAL OF DOCUMENTS:

The Contractor shall not commence services under this agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Workers' Compensation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Drug-Free & Tobacco Free Workplace Certifications
- Plans and Drawings
- Fingerprint and Background Certification.
- Payment Bond
- Performance Bond

PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction. The Contractor shall comply with all requirements of the California Labor Code applicable to the project.

- Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of the Contractor having contact with District students under this agreement are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).
- Anti Discrimination: It is the policy of the DISTRICT that in connection with all work performed under Agreements, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The CONTRACTOR agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the CONTRACTOR agrees to require like compliance by any subcontractors employed on the work by such CONTRACTOR. In accordance with Government Code section 12990, the CONTRACTOR shall give written notice of its anti-discrimination obligations to any labor organization with which CONTRACTOR has a collective bargaining or other agreement. CONTRACTOR shall also require any subcontractor it hires to provide written notice of its anti-discrimination obligations to any labor organizations with which the subcontractor has a collective bargaining or other agreement.
- COVID-19 certification The Contractor and/or Contractor Parties shall at all times during the term of the Agreement comply with the COVID-19 certification requirements as required by this Agreement and as set forth below. Contractor hereby represents and

warrants to District the following:

Contractor and/or Contractor Parties shall or may perform Services on a District site when District students are present during the term of this Agreement and, at no cost to District, they certify they have either been fully vaccinated against COVID-19 as defined by the Centers for Disease Control and Prevention (CDC) or will be tested for COVID-19 in accordance with current local/county/state guidelines. Contractor and/or Contractor Parties shall adhere to all applicable COVID-19 safety standards.

Contractor further agrees and acknowledges that the District may at its sole discretion modify the requirements of this COVID-19 certification to ensure the health and safety of students.

- **Conflict of Interest Certification.** Contractor and/or Contractor Parties shall at all times comply with the conflict of interest requirements as required by this Agreement and as set forth below. Specifically, by checking the applicable box below, Contractor hereby represents and warrants to District the following:
 - ☒ Contractor and/or Contractor Parties have read and understand the District's Conflict of Interest Code (Board Bylaw 9270) and, to the best of Contractor's knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code.
 - ☐ Contractor and/or Contractor Parties have read and understand the District's Conflict of Interest Code and, Contractor knows or has reason to believe that Contractor has a conflict of interest that requires disclosure and Contractor and/or Contractor Parties shall comply with the applicable disclosure requirements of the District's Conflict of Interest Code.

Contractors are required by law to be licensed by the Contractors' State License Board and registered with the Department of Industrial Regulations. 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.

INDEPENDENT CONTRACTOR: CONTRACTOR will provide services under this Agreement as an independent contractor and not as an employee of the DISTRICT. DISTRICT will not withhold federal or state income tax deductions from payments made to CONTRACTOR under this Agreement and will not provide CONTRACTOR fringe benefits, including health insurance benefits, sick leave, paid vacation, or any other employee benefit. CONTRACTOR must provide DISTRICT with his/her Social Security Number or Taxpayer ID number. DISTRICT will provide CONTRACTOR and the Internal Revenue Service with a statement of earnings at the conclusion of each calendar year as required by the IRS.

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

INDEMNIFICATION / HOLD HARMLESS: The Contractor agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees and the Project Manager and his

Contractors during the term of this agreement and one (1) year after the filing of the Notice of Completion from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reasons of:

- (A) Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of property (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District; and
- (B) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off District District property, if the liability arose from the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract.
- (C) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
- (D) Any dispute between Contractor and Contractor's subcontractors/suppliers/sureties, including, but not limited to, any stop notice actions.

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

Oro Grande School District

BY _____

William Flynn

TITLE: Assistant Superintendent of Business Services

DATE: _____

BY _____

Print Name

TITLE: _____

DATE: _____

CRIMINAL RECORDS CHECK CERTIFICATION

(Contractor Fingerprinting Requirements)

CONTRACTOR CERTIFICATION

_____ ("Contractor") certifies that it has performed one of the following:

(Mark the corresponding box next to the option you have selected)

☐ Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the ABC School District, pursuant to the contract/purchase order dated and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

☐ Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:

- 1) The installation of a physical barrier at the worksite to limit contact with pupils.
- 2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Contractor's Representative Signature

Date

SUBCONTRACTOR'S CERTIFICATION

_____, a subcontractor or consultant to the Contractor for purposes of that Contract ("Subcontractor") certifies that it has performed one of the following:

(Mark the corresponding box next to the option you have selected)

☐ Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the ABC School District, pursuant to the contract/purchase order dated and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

☐ Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:

- 1) The installation of a physical barrier at the worksite to limit contact with pupils.
- 2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Subcontractor's Representative Signature

Date

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from the successful bidder pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the 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 Drug-Free Workplace Act of 1990 provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, 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 the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations.
- c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

I also understand that if DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and

Bid No. 22-23-11 RPES Carpet Installation

hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

In signing below, Vendor covenants that it has complied with the signature requirements described in Section 4 of the Instructions to Bidders.

_____ (Vendor)

Date: _____

By: _____

Title: _____

TOBACCO-FREE WORKPLACE CERTIFICATION

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

- a. The undersigned is a duly-authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor.
- b. The Contractor shall ensure a tobacco-free workplace by providing the following provision, in writing, to each person providing any labor or services on or at the Project Site, including, without limitation, any delivery personnel: All properties and facilities operated by the Hesperia Unified School District, including, without limitation, the Project Site, are tobacco-free work places. It is strictly forbidden while in, on or at any District property or facility (whether owned or leased) to smoke, chew or otherwise use tobacco products. The Contractor shall require each person (including, without limitation, any employee of the Contractor or any subcontractor or supplier) found in violation of these requirements to permanently leave the Project Site, and the Contractor shall not thereafter permit such person to be present in, on or at the Project Site.

_____ (Vendor)

Date: _____

By: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 states as follows:

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

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

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

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

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

If Vendor is a corporation, this certification shall be executed by either the chairman of the board, president, or vice president, and if a different individual, also by the secretary, chief financial officer, or assistant treasurer. See Section 5 of Instructions to Bidders for additional information.

In signing below, Vendor covenants that it has complied with the signature requirements described in Section 5 of the Instructions to Bidders.

SIGNATURES FOLLOW ON NEXT PAGE

WORKERS' COMPENSATION CERTIFICATION

(Proper Name of Vendor)
By: _____

(Signature of Authorized Signor)

(Title of Signor)
By: _____

(Signature of Authorized Signor)

(Title of Signor)

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the Contract.)

LEAD-CONTAINING MATERIALS NOTICE AND CERTIFICATION

NOTICE TO CONTRACTOR:

If the Work involves or relates to other than entirely new construction, the Work may disturb lead containing or lead-based paint and other building materials that may be incorporated into existing buildings or other improvements located on the Project Site. Until sampling and testing confirms otherwise, it shall be presumed that all school buildings and improvements built in 1992 or earlier contain lead-based or lead-containing paint. The Contractor must complete, sign and submit a copy of this Lead-Containing Materials Notice and Certification to the District prior to commencing the Work.

The Contractor shall be responsible for ensuring that its employees and subcontractors fully and adequately comply with, and that the Work is performed in conformance with, all applicable laws, ordinances, rules and regulations governing lead-based or lead-containing paint and other materials, including, but not limited to: (i) Education Code Section 32240 et. seq.; (ii) Title 8, California Code of Regulations, Section 1532.1; and (iii) Title 17, California Code of Regulations, Section 35001 et. seq.

If the Work involves renovation, modernization or other disturbance of any existing school buildings or improvements, the Contractor shall sample and test all materials as appropriate to determine whether lead based paint or other materials are present and may present a hazard or threat during any such renovation or modernization. The Contractor shall provide the District with the results of any and all such testing, whether conducted prior to commencement of the Work, during the Work, or after completion of the Work.

Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. Consistent with applicable law, when a lead-based hazard is identified, the Contractor shall utilize personnel certified by the Department of Health Services ("DHS") to perform lead related services. The District may at any time request that the Contractor provide the training and certification records of each employee of the Contractor or subcontractor who provides lead-related services. The Contractor shall be solely responsible for proper disposal, in conformance with all applicable laws, of any and all lead-containing, lead-based or hazardous waste products including, but not limited to, paint chips, residue, and any other material that may be exposed or disturbed during the course of the Work.

California law prohibits, in the construction of any new school facility or in the modernization or renovation of any existing school facility, the use of lead-containing or lead-based paint, plumbing, solder, and other materials that may constitute a potential source of lead contamination.

In the event the Contractor or its employees or subcontractors fail to comply with all applicable laws, rules and regulations related to lead-containing or lead-based paints and other materials, or fail to comply with any other requirements set forth in this Lead-Containing Materials Notice and Certification, the Contractor shall be held solely responsible for any and all costs associated with any investigative and/or corrective actions deemed necessary by the District, and shall indemnify, defend and hold harmless the District, pursuant to the indemnification provisions of the Contract for the Work, with respect to any and all claims, demands, actions, damages, costs, expenses and

other liabilities arising.

CERTIFICATION BY CONTRACTOR:

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

1. The undersigned is a duly-authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor;
2. The Contractor is aware and acknowledges that, in circumstances described in this Lead-Containing Materials Notice and Certification, lead-based paint and/or other lead-containing materials may be located on the Project Site;
3. The Contractor understands its obligation to comply with all applicable laws, rules and regulations relating to work with, and disposal of, lead-based paint and/or other lead-containing materials; and
4. In connection with the performance of the Work, the Contractor shall comply with all applicable laws, rules and regulations relating to work with, and disposal of, lead-based paint and/or other lead-containing materials, as well as the other requirements of this Lead-Containing Materials Notice and Certification.

_____ (Vendor)

Date: _____

By: _____

Title: _____

NON-ASBESTOS-CONTAINING MATERIALS CERTIFICATION

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

1. The undersigned is a duly-authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor.
2. The Contractor is aware and acknowledges that, for purposes of this certification:
 - a. Asbestos is any of chrysotile, crocidolite, amosite, anthophyllite, tremolite, actinolite or other minerals generally known as asbestos; and
 - b. An asbestos-containing material is any material or thing, or any component thereof, that contains, consists of, or is made up of greater than one-tenth of one percent (0.1%) asbestos.
3. The Contractor shall not use on, or incorporate into, the Project any asbestos or asbestos-containing materials, including, without limitation, in any tools, devices, clothing, or equipment used in the construction of any portion of the Project.
4. The Contractor has instructed its employees and subcontractors in regard to such prohibition against asbestos and asbestos-containing materials, and in regard to the hazards, risks and liabilities involved in the use of asbestos and asbestos-containing materials.
5. The Contractor acknowledges and agrees that:
 - a. Each dispute as to whether any material, equipment or other thing used on, or incorporated into, the Work contains asbestos or is an asbestos-containing material shall be settled by electron microscopy;
 - b. The costs of any such tests shall be paid by the Contractor if the material is found to contain asbestos at a level greater than as specified herein; and
 - c. The District shall reject any and all materials or other things incorporated into the Work that are determined to contain asbestos or asbestos-containing materials, and the Contractor, at no cost to the District, must remove, replace and/or repair as necessary any and all affected portions of the Work.

_____ (Vendor)

Date: _____

By: _____

Title: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the ORO GRANDE SCHOOL DISTRICT has awarded to _____, designated as the "Contractor", a contract for the work described as follows:

WHEREAS, said Contractor is required by Division 4, Part VI, Title III, Chapter 5, (commencing at Section 9550) of the California Civil Code to furnish a bond in connection with said Contract;

NOW THEREFORE, we, the undersigned contractor and _____ as Surety are held and firmly bound unto the **Oro Grande School District** in the sum of _____ **Dollars (\$_____)**, for which payment 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 that if the Contractors, his or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the person named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code Section 13020 with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax board from the wages of employees of the contractor and his subcontractors, with respect to such work and labor; then the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

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

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in anywise 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 this contract, or to the work, or to the specifications.

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

Contractor

(Corporate Seal)

By _____

Typed or Printed Name
Title: _____

(Attach Attorney in Fact Certificate)

Surety

By _____

Typed or Printed Name
Title: _____

PERFORMANCE BOND

WHEREAS, the Oro Grande School District by board action on _____ 20____, has awarded to _____ hereinafter designated as the "Principal", a contract for the work described as follows:

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW THEREFORE, _____ of _____ City of _____, State of _____, as Principal, and, _____ a corporation organized and existing under the laws of the State of California, as Surety, as indebted to **Oro Grande School District** in the sum of _____ **Dollars (\$_____)** for which payment Principal and Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION is that if the Principals, his or its heirs, executors, administrators, successors or assigns, shall keep an perform the covenants, conditions and agreements in the contract and any alteration thereof on his or their part, to be kept and performed at the times and in the manner therein specified and in all respects according to their intent and meaning, and shall indemnify and save harmless the District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force.

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

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

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

Principal

(Corporate Seal)

By _____

Typed or Printed Name

Title: _____

(Attach Attorney in Fact Certificate)

Surety

By _____

Typed or Printed Name

Title: _____

PROVISIONS OF THE CONTRACT

SPECIAL PROVISIONS

1. Effect of Special Provisions. These Special Provisions establish specific requirements applicable to the Work, the Project and/or the Project Site. To the extent these Special Provisions conflict with any provisions of the other Contract Documents, expressly modify the other Contract Documents, or establish requirements in addition to those set forth in the other Contract Documents, the Special Provisions shall to that extent govern over the other Contract Documents; however, the unaffected provisions of the other Contract Documents shall remain in full force and effect.
2. Architect. N/A
3. Copies of Plans and Specifications. The Contractor shall be responsible for printing the sets of the Plans and Specifications that it needs for construction of the Project using the electronic copy available on the District's website.
4. Applicable Laws, Regulations, Ordinances, or Other Requirements. In addition to other requirements described in the Contract Documents, the Contractor must obtain or otherwise comply with the requirements described below in this Section. For each, the Contractor must maintain on the Project Site a current copy of documentation that evidences satisfaction of such requirements. Such requirements are as follows: (i) Business license.
5. Field Office and Restroom Requirements. The Contractor must furnish any and all necessary field offices and restrooms for the Project. The District will NOT provide field restrooms for the Project, and the Contractor's workforces will not have access to existing restrooms at the Project Site.
6. Dust Control. The Contractor, at its own expense, shall undertake reasonable dust-control measures to prevent dust from originating within the Project Site, which measures shall include, but not be limited to, appropriate application of water or other approved dust palliative.
7. Liquidated Damages. As noted in Section 5.5 of the General Provisions, time is of the essence with respect to the Contract and Completion of the Work. The Liquidated Damages payable by the Contractor pursuant to Section 5.5 of the General Provisions shall be \$100.00 per day or portion thereof.
8. Access to Project Site.
 - a. The failure of the Contractor or any of its employees, subcontractors, materials suppliers or others connected with the Work to comply with the provisions of this Section shall be deemed a material breach of the Contract by Contractor.
 - b. None of the Contractor, its subcontractors, materials suppliers or others providing any work or services in connection with the Project shall arrive at, enter or be present on or in the vicinity of the Project Site, and no portion of the Work shall commence or proceed on the Project Site, on any weekday (Monday through Friday, inclusive) either prior to 6:00 a.m. or after 8:00 p.m.
 - c. If the Project Site is an existing school of the District ("School"), the Contractor shall be responsible for ensuring that each of its employees, and any employees of its subcontractors, materials suppliers and others providing any work or services in connection with the Project, who arrive at the Project Site during school hours when the School is in operation, shall check in at the School's administrative office before otherwise entering in and upon the Project Site. School staff shall escort all such

- persons to the locations on the Project Site where they are required and/or permitted to be in connection with the Work.
- d. The employees of the Contractor, its subcontractors, materials suppliers and others providing any work or services in connection with the Project must enter the School grounds and travel to the Project Site using only the designated entry gate and path of travel as shown on the construction documents. The Contractor must sign for and obtain from the District a key for such designated gate. The Contractor must return such key (and all copies of such key) to the District upon completion of the Project.
 - e. At no time shall the employees or other personnel of the Contractor, its subcontractors, materials suppliers or others providing any work or services in connection with the Project be in the vicinity or in the presence of any student or students at the School unless a member of the School or District staff is also present.
9. Employee Background Checks. If this Section initially does NOT require that the Contractor comply with Section 3.7 of the General Provisions, the District reserves the right in appropriate circumstances to subsequently require that the Contractor comply with Section 3.7 of the General Provisions, including, without limitation, if the time for performance of the Work is, for any reason, extended beyond the time initially permitted pursuant to the Contract. Section 3.7 of the General Provisions initially shall:
- a. ☒ X be in effect and apply to the Contract.
 - b. ☐ NOT be in effect or apply to the Contract.
10. Contractor General liability Insurance. The General Liability Policy described in Section 8.1 of the General Provisions must have coverage limits of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate.
11. Contractor Vehicle Liability Insurance. The Vehicle Liability Policy described in Section 8.2 of the General Provisions must have coverage limits of not less than \$1,000,000.00 combined single limit per occurrence and \$1,000,000.00 aggregate.
12. Contractor Builder's All-Risk Insurance. Section 8.4 of the General Provisions shall: be in effect and apply to the Contract. NOT be in effect or apply to the Contract.
13. Subcontractor General Liability Insurance. Each subcontractor must have general liability insurance in effect as provided in Part 8 of the General Provisions, with coverage limits of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate.
14. Subcontractor Vehicle Liability Insurance. Each subcontractor must have vehicle liability insurance in effect as provided in Part 8 of the General Provisions, with coverage limits of not less than \$1,000,000.00 combined single limit per occurrence and \$1,000,000.00 aggregate.
15. Labor Compliance. The Work shall:
- a. ☒ X be subject to monitoring by the DIR as described in Section 11.8 of the General Provisions.
 - b. ☐ NOT be subject to monitoring by the DIR as described in Section 11.8 of the General Provisions.
16. Pre-Construction Conference. The District will:
- a. ☐ schedule and conduct a mandatory pre-construction conference for purposes of describing labor-law requirements.
 - b. ☒ X NOT schedule and conduct a mandatory pre-construction conference for purposes of describing labor-law requirements

GENERAL PROVISIONS

1. ADMINISTRATIVE

- 1.1. **Definitions.** Each capitalized term that is defined in any of the Contract Documents shall have such meaning for purposes of all of the Contract Documents, despite not being defined in any other of the Contract Documents.
- 1.2. **Authority of the District Representative.** The District Representative shall have the authority for general supervision and control of the Work and the Project. The District Representative has the authority to determine the amount, quality, acceptability, and fitness of all parts of the Work, and to decide all questions pertaining to the Work, except to the extent that the Architect is responsible for answering such questions. The District Representative shall have authority to stop any or all of the Work whenever, in the District Representative's opinion, the Project or the Work is not being executed in accordance with applicable requirements or in a proper manner.
- 1.3. **District's Inspector.** The District may contract with a DSA-approved inspector and one or more specialty inspectors (each an "Inspector") to observe and review some or all of the Work, and who will act as representatives of the District. Such observation and review by any Inspector shall not, in any way, relieve the Contractor from responsibility for full compliance with all of the terms and conditions of the Contract, nor be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable supervision as required herein. The Inspectors are not authorized to make changes in the drawings or specifications, and no observation, review, or approval of work and/or methods by any Inspector shall be deemed or construed to relieve the Contractor of responsibility for the correction of any subsequently discovered defects.
- 1.4. **Extra Services of District Inspector and/or Architect.** The Contractor and/or its surety, if applicable, shall reimburse the District in the event the District incurs any costs or expenses for services of the District Inspector and/or the Architect in connection with: (i) enforcement of any guaranty or warranty for any portion of the Work; (ii) correction of defects or poor-quality workmanship in the Work; and/or (iii) completion of the Work by the surety or, if applicable, the District. The Contractor or its surety, if applicable, shall reimburse any such undisputed amounts to the District with reasonable promptness, but in no event later than sixty (60) days after request from the District.
- 1.5. **Separate Contracts.** The District reserves the right to award any other contract(s) in connection with the Project for work and/or services not included in the Contractor's scope of work, and the work to be completed pursuant to such contract(s) may proceed simultaneously with the execution of the Work by the Contractor. The Contractor shall coordinate its operations with those of all other contractors on the Project. The Contractor shall cooperate with the District and other contractors with respect to all aspects of the overall work necessary to complete the Project, including storage of equipment and materials. The Contractor and its subcontractors shall remain informed of the progress and the detailed work of other contractors and shall immediately notify the District Representative of any reasonably apparent lack of progress or defective workmanship on the part of other contractors, as such delay or such defective workmanship may interfere with the completion of the Work. Failure of the Contractor to remain informed of the progress

of work on the Project and/or failure to give notice of any reasonably apparent lack of progress or defective workmanship by others shall be deemed to be acceptance by the Contractor of that work as being satisfactory for proper coordination with the Work and to be a waiver by the Contractor of any delays arising from that work by others.

- 1.6. **Ownership of Contract Documents.** All copies of any Contract Documents, including Plans and Specifications, for the Work and the Project are and shall remain the property of the District. The Contractor shall not use or allow the use of the Contract Documents or any portion or provision thereof in connection with any work other than the Work. With the exception of one set of the signed Contract and other Contract Documents to be retained in the Contractor's records if desired by the Contractor, all copies of all Contract Documents are to be returned to the District upon completion and acceptance of the Work. Provided however, the provision of this Section shall not apply to any plans and/or drawings prepared by Contractor if said plans and/or drawings was not prepared solely for the Project

2. **CONTRACTOR'S PERFORMANCE.**

- 2.1. **Independent Contractor Status.** The Contractor shall, for all purposes of the Contract, be deemed to be an independent contractor. The Contractor shall not be deemed or construed to be an officer, employee, agent, consultant or representative of the District for any purpose related to the Work or the Project, except to the extent expressly authorized in writing by the District.
- 2.2. **Standard of Performance.** The Contractor represents and warrants that it has the professional skill, knowledge and experience necessary to perform and complete the Work within the time required pursuant to the Contract. The Contractor shall apply such skill, knowledge and experience in the completion of the Project, at a minimum level at least equal to that expected generally of professionals employed in construction of public schools within the State. The Contractor shall perform and complete the Work in accordance with standards not less than established by applicable laws, rules and regulations, industry and trade association standards, manufacturers' recommendations, and, if any, community or area standards. The Contractor represents and warrants that all of its employees and subcontractors shall have sufficient skill, knowledge and experience to perform the Work that will be assigned to them.
- 2.3. **Licenses.** The Contractor represents and warrants that it currently has, and that it shall maintain until completion and acceptance of the Project, all licenses, permits, qualifications and approvals of whatever nature as are legally required to permit the Contractor to perform the Work required pursuant to the Contract and to complete the Project.
- 2.4. **Solicitation of Contract.** The Contractor hereby represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor or its subcontractor(s), to solicit or secure the Contract on behalf of the Contractor. The Contractor also hereby represents and warrants that it has not paid, and has not agreed to pay, any company or person, other than a bona fide employee working solely for the Contractor or its subcontractor(s), any fee, commission, percentage, brokerage gift or other consideration that is or was contingent upon the award of the Contract to the Contractor. Breach or violation of these representations and warranties shall result in the District having the right to terminate the Contract without further obligation

or liability to the Contractor.

- 2.5. **Conflict of Interest.** The Contractor represents and warrants that, for the term of the Contract, it shall not accept, encourage or solicit from any Governing Board member, officer or employee of the District any funds or act(s) that may result in a direct financial interest in the Contract or any present or anticipated material benefit arising from the Contract.
- 2.6. **Project Records.** The Contractor shall maintain all documents, books, papers, accounting records, computer files, and other information related to the Project and performance of the Work ("Project Records"), including, but not limited to, the Contract, the Plans and Specifications, Change Orders, submittals, cut-sheets, requests for information, daily reports, correspondence, permits, insurance policies, Certificates of Insurance, testing and inspection reports, the costs of administering the Contract, and safety records. The Contractor shall keep such accurate and comprehensive Project Records as are: (i) necessary for proper administration and performance of the Work; and (ii) required by law or the Contract. All Project Records, as applicable, shall be maintained in accordance with generally-accepted accounting principles. In accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy the Project Records during the three-year period following final payment to the Contractor pursuant to the Contract. In addition, the District, DSA, SAB and OPSC each hereby has the right to examine, review, audit and/or copy the Project Records during the four-year period following final payment to the Contractor pursuant to the Contract. Therefore, the Contractor shall make the Project Records available at its offices at all reasonable times during the performance of the Work and for four (4) years from the date of final completion or filing of a Notice of Completion for the Project, whichever is later. However, if any audit is commenced within a four (4) year period, the Contractor shall make the Project Records available at all reasonable times until proceedings related to such audit are complete and all statutes of limitation related thereto have expired. In the event the District notifies the Contractor that federal funds have been used in connection with the Project, the Contractor shall retain and make available the Project Records for such a longer period as may be required by federal law.
3. **EMPLOYEES AND SUBCONTRACTORS.**
 - 3.1. **Job Superintendent.** The Contractor shall have present on the Project Site at all times during the course of the Work an experienced and competent superintendent and any necessary assistants, all satisfactory to the District, who shall supervise the Work and the Contractor's employees and subcontractors on the Project. The job superintendent shall not be changed except with the written consent of the District, unless the Contractor determines that the job superintendent's performance is unsatisfactory or in the event the job superintendent is no longer employed by the Contractor. If the District determines that the performance of any job superintendent or assistant is not, for any reason, not satisfactory, the Contractor must promptly replace the job superintendent or assistant with someone reasonably acceptable to the District. The Contractor shall not thereafter suffer or permit any such person to perform any of the Work or to be present on or at the Project Site. The job superintendent shall represent the Contractor and all instructions given to the job superintendent shall be as binding on the Contractor as if given to the owner(s) or other primary representative(s) of the Contractor. Upon request of the District, the Contractor shall confirm in writing to the District any oral instructions

- given to the Contractor through its job superintendent.
- 3.2. **Contractor's Employees.** The employees of the Contractor shall at all times be under the Contractor's exclusive direction and control on the Project. The Contractor shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance of the Work, as required by law. Contractor shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, federal and state income tax withholdings, unemployment insurance, and workers' compensation insurance. The Contractor shall employ only competent workers for execution of the Work and shall not employ any person who is unfit or unskilled in the work assigned to him or her. The Contractor shall at all times enforce strict discipline and good order among its employees and any and all subcontractors' employees performing any portions of the Work. The Contractor shall supervise and control its employees and all subcontractors' employees performing any portions of the Work to ensure adequate performance and discipline. The Contractor shall immediately remove from the Project and Project Site any person, regardless of whether employed by the Contractor or any subcontractor, who is determined by the District to be uncooperative, incompetent, or a threat to the safety of persons or the Work, or who fails or refuses to perform the Work in a manner acceptable to the District. The Contractor shall not thereafter suffer or permit any such person to perform any of the Work or to be present on or at the Project Site
- 3.3. **Prohibition Against Unlawful Discrimination.** The Contractor represents and warrants that it is an equal opportunity employer and it shall not discriminate in violation of any applicable federal, State, or other law, rule, regulation, or governmental requirement, including, but not limited to discrimination against any employee or applicant for employment on account of such person's race, religion, color, national origin, ancestry, sex or age. The Contractor must apply such a policy of non-discrimination in connection with all activities related to initial employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination of Contractor's employees or any subcontractors.
- 3.4. **Subletting and Subcontracting Fair Practices Act.** The Contractor shall comply with all provisions of the "Subletting and Subcontracting Fair Practices Act" set forth at Public Contract Code Section 4100 et. seq. The Contractor shall not subcontract any portion of the Work except as indicated in its Bid Proposal Form. If the Contractor failed in its Bid Proposal Form to identify a subcontractor for any portion of the Work in excess of one-half of one percent of its total bid, or if the Contractor identified more than one subcontractor for the same portion of work to be performed under the Contract, the Contractor agrees that it is fully qualified to perform, and the Contractor shall perform, that portion of the Work with its own forces, not by using any subcontractor(s).
- 3.5. **Responsibility for Subcontractors.** The Contractor shall be responsible for any and all acts, errors and omissions of its subcontractors performing any work or services in connection with the Project. The Contractor shall also be responsible for ensuring that all portions of the Work performed by its subcontractors conform with all requirements of the Contract Documents and applicable law. The Contractor shall immediately remove from the Project and Project Site any subcontractor that the District determines is uncooperative, incompetent, or a threat to the safety of persons or the Work, or that fails or refuses to perform the Work in a manner

acceptable to the District. The Contractor shall not thereafter suffer or permit any such subcontractor or any of its employees to perform any of the Work or to be present on or at the Project Site.

- 3.6. **Subcontractor Insurance.** The Contractor shall ensure and verify that its subcontractors obtain and maintain all necessary liability and other insurance as required pursuant to the Contract Documents and/or by law.

3.7. **Procedures to Prevent Contact with Students.**

- 3.7.1. Significance of Requirements. This Section shall be applicable to the Contract if so, specified in the Special Provisions. If applicable, the District has determined that persons assigned to the Work or who otherwise will be present at, on or in the vicinity of the Project Site on account of the Work may have more than "limited contact" with minor-aged students.
- 3.7.2. Employee Background Checks. The Contractor, consistent with Education Code Section 45125.1, shall require and be responsible for ensuring that each person who will be at, on or in the vicinity of the Project Site on account of the Work shall comply with all California Department of Justice guidelines and requirements relating to fingerprinting and criminal-history background checks. The Contractor shall certify in writing to the District, using the "Employee Background Check Certification" form, which is one of the Required Contract Forms, that no person assigned to the Work or who otherwise will be present at or on the Project Site has been convicted of any serious or violent felonies (as described in Education Code Section 45122.1). The Contractor must attach to the executed Employee Background Check Certification form a list of all persons to whom the certification applies. The Contractor shall prohibit and prevent each and every person who will be at, on or in the vicinity of the Project Site on account of the Work (including not only all persons assigned to the Work directly by the Contractor, but also all persons assigned to the Work by any subcontractor, material man, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work) from being present at, on or in the vicinity of the Project Site unless and until the Contractor provides the required certification including such person to the District.
- 3.7.3. **Responsibility for Subcontractor Compliance.** The Contractor shall require in each of its subcontracts that, if the subcontractor will assign any person to the Work or otherwise will cause or permit any person to be present at or on the Project Site, the subcontractor must cooperate in regard to, and fully comply with, the requirements of this Section 3.7. The Contractor may on that basis delegate responsibility for compliance with this Section 3.7 to any such subcontractor; however, the Contractor at all times retains full responsibility and/or liability for such compliance or lack thereof.
- 3.7.4. **Alternatives to Background Checks.** Upon request of the Contractor with respect to any particular situation and/or duration of time, the District in its sole discretion may consent to the Contractor implementing measures intended to protect the District's minor-aged students, which measures would be in lieu of the Contractor complying with Subsections 3.7.2 and 3.7.3 herein. Subject to District approval, such alternative measures might include, but are not necessarily limited to: (i) installing a physical barrier to limit contact between students and the employees and other representatives

of the Contractor, subcontractors, and others present on or at the Project Site on account of the Work; (ii) providing for the continuous supervision and monitoring of such employees, representatives and others by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice; or (iii) providing for the surveillance of such employees, representatives and others by a District employee. The Contractor must implement any such approved alternative measures at no additional cost to the District, and the Contractor shall be responsible for ensuring compliance with such alternative measures by or with respect to all persons assigned to the Work or who otherwise will be present at, on or in the vicinity of the Project Site on account of the Work.

- 3.7.5. Consequences of Non-Compliance with Requirements. Due to the possible adverse consequences of contact with students and other minor-aged individuals, any failure by the Contractor to ensure compliance with the requirements of this Section 3.7 shall be deemed and construed to constitute a material breach of the Contract, upon which the District, in its sole discretion, may immediately terminate the Contract without any further compensation to Contractor and/or pursue all other rights and remedies it may have against the Contractor pursuant to law or the Contract.

4. PLANS AND SPECIFICATIONS (If Applicable)

- 4.1. **Errors, Inconsistencies, and/or Omissions in Contract Documents (If Applicable).** The Contractor shall carefully study and compare all of the Contract Documents and requirements therein, and be adequately familiar with the same as the Work commences and progresses. The Contractor shall immediately, upon discovery, inform the District Representative in writing of any error, inconsistency, omission, or other discrepancy in the Contract Documents. The District will notify the architect for the Project ("Architect") of any such error, inconsistency, omission, or discrepancy. The Architect shall promptly investigate and/or verify the same. Unless and until authorized by the District, any of the Work affected by any such error, inconsistency, or omission that is performed by Contractor shall be at the Contractor's risk and/or cost.
- 4.2. **Conflict Between Drawings and Specifications(If Applicable).** In the event of any conflict between the requirements of the Drawings contained in the Plans and Specifications and the specifications set forth in the Contract Documents, the Drawings shall govern with respect to matters of quantity, and the Specifications shall govern with respect to matters of quality. In the event of any conflict within such Drawings involving quantities, or within such Specifications involving qualities, the Contractor shall furnish the greater quantity and/or the higher quality, unless otherwise directed by the District Representative and/or Architect.
- 4.3. **Titles and Headings in Contract Documents. (If Applicable)** The titles and/or headings of the sections, divisions and paragraphs set forth in the technical specifications, if any, are provided for convenience only and shall not be deemed or construed as a correct or complete segregation of the several units of material and labor. No responsibility, either direct or implied, will be assumed by the District for errors, omissions or duplications by the Contractor or its subcontractors, resulting from actual or alleged error in the arrangement or order of the provisions set forth in the Contract Documents.
- 4.4. **Shop Drawings (If Applicable).**

- 4.4.1. Advance Approval Required. The Contractor must, in accordance with the procedures set forth in this Section, submit for the approval of the Architect all shop and setting drawings, samples, and other submittals (each a "Shop Drawing") required pursuant to the Contract Documents or that are requested by the Architect. If the Contractor completes any portion of the Work included in or affected by the subject matter of any Shop Drawing prior to receipt of the Architect's approval of such Shop Drawing, all such Work shall be at Contractor's own risk.
- 4.4.2. Copies Required. Unless otherwise specified in the Contract Documents, the Contractor must submit two (2) sets of all Shop Drawings, together with a letter of transmittal listing the numbers and dates of the Shop Drawings and/or other information submitted to the Architect. Any such Shop Drawings shall be complete in every respect and, where more than a single page, bound in sets.
- 4.4.3. Timely Submittal. The Contractor must submit each and all Shop Drawings in a timely manner, with adequate consideration given to construction scheduling requirements so as to allow ample time for checking, correcting, resubmitting and rechecking of any Shop Drawing by the Architect.
- 4.4.4. Review and Approval in Advance by the Contractor. The Contractor must review each Shop Drawing prior to submission to the Architect, including, without limitation, for conformance with all requirements of the Contract Documents. All Shop Drawings submitted for approval by the Architect must be marked with the name of the Project, numbered consecutively, and bear the stamp of approval of the Contractor as evidence that the Contractor has reviewed and approved the Shop Drawings. The Architect will not accept or review Shop Drawings that do not bear the Contractor's stamp of approval and shall return such Shop Drawings to the Contractor for re-submission.
- 4.4.5. Identifying Variations from Contract Requirements. If, for any reason, any Shop Drawing varies from the requirements of the Contract Documents, the Contractor must specifically identify the variation, by "clouding" or other method that makes the variation apparent, and the Contractor must explain such variation in the letter of transmittal. Absent the Contractor so identifying and explaining a variation from the requirements of the Contract Documents, the Contractor shall not be relieved of the responsibility for performance of the Work in accordance with the Contract Documents, regardless of the fact that the Architect may have approved the applicable Shop Drawing.
- 4.4.6. Approval of Variations from Contract Requirements. Subject to the Contractor's compliance with Subsection 4.4.5, above, the Architect may approve any Shop Drawing that varies from the requirements of the Contract Documents if such variation: (i) does not require a change in the Contract Amount or time for performance of the Work; (ii) does not affect the longevity, use or maintenance of the completed Work; and (iii) approval would be in the District's best interests.
- 4.4.7. Interpretation of Architect Approval. Architect approval of Shop Drawings shall be deemed a "general" approval and, except as otherwise provided in Subsection 4.4.6, above, shall not be construed: (i) to permit any variation between the Work as performed and the requirements of the Contract

Documents; (ii) to relieve the Contractor of responsibility for any error(s) that may exist in the details, dimensions, or other information set forth in any Shop Drawing; or (iii) as approval of variations between the Work as performed and details or instructions for the Work previously provided to the Contractor by the District Representative.

- 4.5. **Interpretation of Documents. (If Applicable)** The District Representative or Architect shall resolve all questions related to the interpretation of the Contract Documents or the workmanship, scope, value or other matters related to the Work performed or to be performed thereunder, and the adjustment determined by Architect, if any, shall be conclusive subject to the approval of the District.

5. WORK AND SITE CONDITIONS.

- 5.1. **Work Permits and Licenses.** The Contractor shall obtain, at its own expense, all permits and licenses of a temporary nature necessary for the performance of the Work, including, but not limited to, any required business licenses, construction permit(s), Cal-OSHA safety-related permits, and/or storm water permit(s) if applicable. The Contractor shall procure and pay for all licenses required in its trade classification by any city, county, or the State, except for those specified in Section 5.2 of these General Provisions.
- 5.2. **Building Permits and Utility Connections.** Notwithstanding Section 5.1 of these General Provisions, the District shall procure and pay for all building permits required by local building officials and for connection to public utilities, to the extent required by law or obtained by the District in its discretion.
- 5.3. **Construction Schedule.** The Contractor shall submit to the District Representative for review a schedule for completion of the Work and all major components thereof, which shall include the "critical path" for such Work and shall be consistent with the Work of any other contractors on the Project and the Master Schedule within fifteen (15) days of award. The District Representative may reject the construction schedule as unreasonable or inconsistent, in which case the Contractor shall revise and resubmit the construction schedule. The Contractor shall ensure that its employees and subcontractors are aware of and comply with the approved Master Schedule. Acceptance of a construction schedule by the District Representative shall not be construed as verifying or approving the logic or feasibility of the schedule. The Contractor shall at all times comply with the Master Schedule. In the event the Work falls behind schedule, the Contractor shall, within two (2) business days of any request by the District, prepare and provide to the District a recovery schedule indicating the actions to be taken and the Work to be performed in order to bring the actual work performed into compliance with schedule requirements. Upon approval of the recovery schedule by the District, the Contractor must perform the Work in accordance with the recovery schedule to ensure conformance with the Master Schedule. Any float in the Master Schedule shall be for the benefit of the Project, as determined by the District Representative, not for the benefit of the Contractor, any other prime contractor, or any of their subcontractors.
- 5.4. **Manpower Requirements.** At any time during the period for completion of the Work, the District may determine in its reasonable discretion that the Contractor or any of its subcontractors is not employing sufficient manpower on the Work to reasonably complete the Work or any component thereof within the time scheduled therefor. In such event, within forty-eight (48) hours of any request by the District, the Contractor shall provide such additional manpower, or shall ensure that the

subcontractor provides such additional manpower, as the District determines is necessary to ensure completion of the Work in a timely manner. Any failure by the Contractor or subcontractor upon the District's request to provide such additional manpower as is required by the District shall constitute grounds for termination of the Contractor and/or the subcontractor. As an alternative to termination, the District, in its sole discretion, may determine to supplement the work-force of the Contractor or the subcontractor in order to ensure timely completion of the Work, and the cost thereof shall be deducted from amounts due to the Contractor pursuant to the Contract, and no such action by the District shall be deemed or construed to constitute interference by the District with the Contract or the Contractor's right to perform the Work.

- 5.5. **Liquidated Damages.** Time is of the essence with respect to the Contract and completion of the Work. The Parties acknowledge and agree that the District will suffer damages if Contractor does not complete the Work within the time provided pursuant to the Contract. Because it is impractical and infeasible to determine the actual amount of damages the District will incur, in accordance with Government Code Section 53069.85, the Contractor shall pay to the District liquidated damages at the rate specified in the Special Provisions for each and every calendar day or portion thereof if not a full day, that the Work remains uncompleted and not accepted by the District after the time provided pursuant to the Contract, as such time may be modified in accordance with the Contract ("Liquidated Damages"). Liquidated Damages shall constitute the exclusive compensation to the District for Contractor's delay or delay caused by its subcontractors, suppliers, et. cetera, in completion of the Work and shall not be construed as a penalty or forfeiture of any other right or remedy under the Contract or law. In the event Contractor fails to pay any such Liquidated Damages, the District may deduct such amount(s) from any payments due (or that may become due) to Contractor pursuant to the Contract. Nothing in this Section shall be deemed or construed to preclude the District from exercising its rights to take over the Work and/or for recovering damages caused by defective and/or non-conforming Work performed by Contractor, as provided by the Contract or applicable law, attributable to any breach or default by the Contractor of its obligations pursuant to the Contract.
- 5.6. **Extension of Time.** Subject to the other provisions of this Section, District shall extend the time for completion of the Work, by such number of days determined by the District in its reasonable discretion, in the event Contractor's progress on the Work is delayed as a result of: (i) an unreasonable act or omission of the District, not contemplated by the District and the Contractor; (ii) an act or omission of any other prime contractor, or the prime contractor's respective lower-tier subcontractor(s), supplier(s), or materialmen, on the Project not consistent with the Contract Documents; (iii) Changes in the Work required by the District for reasons other than those caused by, or the fault of, the Contractor; (iv) strike or lockout not instigated by the Contractor or an affected subcontractor; (v) unusual and severe interruption in interstate or intrastate, but not local or regional, transportation; (vi) earthquake, flood or other unavoidable casualty that is not the fault of Contractor or a result of Contractor's actions or work; (vii) public health emergencies effecting industry-wide availability of materials and/or labor; or (viii) any other cause determined by the District to justify an extension of time. As a condition precedent to the District's obligation to grant any such extension of time, the Contractor must provide written

notice of the delay to the District within five calendar days of when the delay commenced. No extension of time shall be granted for a delay occurring more than five days prior to when the notice of delay is submitted in writing to the District. In the case of a continuing cause of delay, only one notice shall be necessary, but the Contractor must apprise the District on a regular basis (not less than once per week) as to the status of the delay and, also, at such time as the cause of the delay has been resolved and the affected portion of the Work has resumed. The purpose of the notice requirements of this Section are to ensure that the District has an opportunity at the earliest possible time to mitigate and resolve delays in the Project.

- 5.7. **Workmanship and Materials.** The Contractor shall employ nothing less than good quality workmanship in performing the Work. All materials, equipment and other items incorporated into the Work shall be of good quality and, unless specified otherwise, shall be new. The Contractor shall, upon request, provide satisfactory evidence as to the type and quality of materials used in connection with the Work. If the Contractor determines that the materials delivered to the Project Site do not represent a good quality product, it shall advise the District Representative, and shall remedy the deficient quality as quickly as possible with the shortest delay, if any, to the Work on the Project, unless otherwise instructed by the District Representative.
- 5.8. **Substitutions of Materials and Equipment.** The Contractor shall use and/or incorporate into the Work on the Project all materials and equipment as are specified in the Contract Documents, except upon approval by the District Representative or Architect of the substitution of "equal" materials or equipment. No substitutions shall be accepted unless and until the Contractor requests and receives permission in writing from the District Representative or Architect. All requests for substitution shall be made concurrently to the District, the District Representative and the Architect. The Contractor must have submitted any requests for substitution and all information in substantiation of such request not later than twenty-four (24) hours after the date and time scheduled for opening of bids. Notwithstanding the foregoing, the Contractor may submit a request for substitution after such deadline in the event a specified item has become commercially unavailable, i.e., is no longer manufactured or is available only for a manifestly unreasonable price. In connection with any such request, the Contractor shall present complete details of the "equal" item, with specific explanations of the characteristics of the details that differ from the specifications. The Contractor must expressly describe how a substitute item will differ from the specified item, including without limitation, compliance with applicable building and other codes, and the Contractor shall to that extent be responsible for compliance with all specifications, codes, et. cetera, regardless of any District or Architect approval of the substitution request. The District Representative and/or Architect for the Project shall investigate the characteristics of the proposed "equal" item and the merits of the proposed substitution, and shall notify the Contractor of the determination. The determination of the District Representative or Architect as to whether a proposed substitute material, equipment, or other item is "equal" shall be final.
- 5.9. **Contractor's Title to Materials.** Neither the Contractor nor any subcontractor on the Project shall purchase materials, equipment, supplies or other items for use on, or incorporation into, the Work subject to any chattel mortgage or under a conditional sale or other agreement pursuant to which an interest is retained by the

seller. The Contractor represents and warrants that it shall have good, free and clear title to all materials, equipment, supplies or other items for which the Contractor accepts any payment from the District.

- 5.10. **Tests and Inspections.** Materials, fabrication, and erection shall be tested and inspected as required by Title 21 of the California Code of Regulations and when required by the District Representative or Inspector. The cost of all such tests and inspections shall be paid by the District, except that the Contractor shall reimburse the District for (or compensation to the Contractor shall be reduced by an amount equal to) the costs of retests or re-inspections of Construction, materials, equipment and other components of the Work that prove to be defective, inadequate, or inconsistent with the requirements of the Contract Documents.
- 5.11. **Materials Testing.** The Contractor shall deliver to the District Representative upon request, without charge to the District, and properly marked for identification purposes, all material test samples or specimens that are required pursuant to the Contract Documents. The Contractor shall pay all costs incurred in preparing, wrapping, protecting, transporting and/or mailing of required samples or specimens.
- 5.12. **Inspection of Manufactured Items.** The Contractor must ensure that the District shall at all reasonable times have access to all places where materials, equipment, machinery, or other items for incorporation into the Work are being manufactured, produced, or fabricated for use on or incorporation into the Project. The District shall be permitted such access as will allow a determination whether such materials, equipment, machinery or other items are being manufactured in strict accordance with the Contract Documents. The Contractor shall, upon request, provide the District Representative with access to and shall provide scales for, and/or other equipment and assistance with, weighing, measuring or otherwise evaluating any of the materials.
- 5.13. **Surveys.** The District, if reasonably required, will establish the boundary lines of the Project Site and all easements thereon. The Contractor shall preserve all existing bench marks and property or survey stakes, markers, or monuments as they exist in the field. The Contractor shall be responsible for the disturbance, removal, or covering of any such bench marks, stakes, markers or monuments, and shall reimburse to the District (or compensation to the Contractor shall be reduced by the amount of) the actual cost and expenses incurred in restoring or replacing the same. Only a licensed Land Surveyor or registered Civil Engineer of the State shall be employed for any revision to the established boundary lines and easements.
- 5.14. **Access to Work.** The District, including, without limitation, the Architect, District Representative and Inspector, shall at all times and for any purpose have unrestricted access to the Work on the Project, including any areas used by the Contractor or its subcontractor(s). Each public authority with jurisdiction over the Project shall at all times have unrestricted access to the Work on the Project, including any areas used by the Contractor or its subcontractor(s), for purposes within that public authority's jurisdiction. The Contractor shall not impede or frustrate any access to or inspection of the Work, including inspection of the materials and the workmanship used in connection with the Work. The Contractor shall take all reasonable steps to facilitate any such access or inspection of the Work, including providing any equipment or other accommodations necessary or convenient for such access or inspection.

- 5.15. **Testing and Inspection of Work. (If Applicable)** Testing and inspection of portions or elements of the Work, or of materials, equipment or other items to be incorporated into the Work, will be required pursuant to the Contract Documents, Inspector's instructions, applicable laws, ordinances and regulations, or by public authorities. The Contractor shall give the Inspector written notice of its readiness for any such testing or inspection at least 48 hours prior to when the inspection is scheduled to occur. If the inspection is to be conducted by a public authority or person other than the Inspector, the notice to the Inspector shall also specify the date and time at which such inspection is to occur. If the Contractor, without prior approval, covers or renders inaccessible the portion or element of the Work, or the material, equipment or other item, that is to be tested or inspected, the Contractor, at its own expense and upon request of the Inspector, shall remove or demolish all portions of the Work as are necessary to facilitate such testing or inspection. The Contractor must give notice of any cancellation of a scheduled inspection at least 24 hours prior to when the inspection is scheduled to occur. Section 5.16 Protection of Work. The Contractor and its subcontractor(s) shall protect the Work and any portions of the Project affected thereby from harm and are responsible under all circumstances for the conditions thereof until final acceptance of the Project by the District. The Contractor and its subcontractor(s) shall protect adjacent property from injury or damage arising out of Contractor's performance of the Work on the Project and shall repair or pay the cost of repairing any such damage or injury that occurs. Contractor's duty to protect the work shall cease upon receipt of a notice of intent to terminate this Contract by the District or if, through no fault of Contractor, Contractor's Work is suspended and Contractor is no longer authorized to access the Project Site.
- 5.16. **Protection of Project Site.** The Contractor shall protect all structures, walks, pipelines, utilities, trees, shrubbery, furniture, and all other items on and in the vicinity of the Project Site that may possibly be damaged or otherwise adversely affected during the performance of the Work.
- 5.17. **Damages to Other Contractors.** In the event any other contractor or subcontractor working on the Project incurs damage(s) as a result of any act or omission of the Contractor or its subcontractor(s) that is unreasonable or not consistent with the Contract Documents, the Contractor shall make good-faith efforts to effect a settlement with the other contractor. If no such settlement is reached, and if any party commences an action or other proceeding against the District related thereto, the Contractor shall indemnify, defend and hold-harmless the District in accordance with Section 8.15 of these General Provisions.
- 5.18. **Cleanup and Storage.** The Contractor shall ensure that the area of the Project Site in which the Work occurs is at all times, including nights and weekends, free of loose or accessible waste, materials, tools and equipment. The Contractor shall maintain the area of the Work and the Project, including grounds and sidewalks, in a safe, neat, and clean manner that will cause the least inconvenience to the District and, as applicable, the general public, school staff, and students. The Contractor shall comply with all instructions from the District Representative with respect to conditions at the Project Site, including, without limitation, instructions regarding removal of rubbish and debris generated by, and any unnecessary materials, tools, equipment or temporary structures owned or used by, the Contractor or its subcontractors. In the event the Contractor fails to comply with any such instruction,

the District Representative may, after providing Contractor with two (2) business day notice, arrange for removal and the Contractor shall pay to the District (or the Contractor's compensation shall be reduced by the amount of) the actual costs of such removal. Storage of materials on the Project Site shall be under the supervision of the District Representative, but at the expense, if any, of the Contractor.

- 5.19. **Safety.** Contractor shall perform and maintain the Work so as to avoid injury or damage to any person, including, without limitation, District employees, students, visitors and others, or to any property. In carrying out the Work, the Contractor and its employees and subcontractors shall at all times be in compliance with all applicable local, State and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Required safety precautions may include, but are not necessarily limited to: (i) adequate life protection and lifesaving equipment; (ii) adequate illumination for underground and night operations; (iii) instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices; (iv) equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (v) adequate facilities for the proper inspection and maintenance of all safety measures. The Contractor shall take steps to ensure compliance with all safety measures applicable in particular operations or kinds of work, including sufficient safeguards, such as railings, temporary walks, lights, et. cetera, as are necessary to prevent injuries or damage to any person or property. Contractor shall be responsible in the event of any such injury or damage resulted from any unsafe or unprotected condition on the Project that the Contractor is hereby required to protect against. The Contractor shall conduct such clean-ups of the area of the Work, including grounds and sidewalks, as are necessary to maintain the safety of the area of the Work, but in any event not less than once daily. In the event of an emergency in which life or property are endangered, the Contractor shall take all reasonable actions to safeguard such life or property. The Contractor shall require that the job superintendent or others immediately call "911" each time a medical emergency occurs on or at the Project Site.
- 5.20. **Loss and Damage.** Until such time as the Work is fully complete and accepted by the District, the Contractor shall be responsible for all losses and/or repair of all damages that may arise from or be a result of: (i) the nature of the Work agreed to herein; (ii) the action of the elements or environment; or (iii) any unforeseen difficulties that may arise or be encountered during the process of completing the Work. However, provided that the Work has been constructed in strict accordance with the Contract Documents, the Contractor shall only be responsible for damage proximately caused by Acts of God (as defined in Public Contract Code Section 7105) up to a maximum of five percent (5%) of the Contract Amount. In the event any such Act of God proximately causes damages in excess of five percent (5%) of the Contract Amount, the District may, in its sole discretion, terminate the Contract effective three (3) days following written notice to Contractor. Furthermore, Contractor shall not be responsible for any losses and/or repair any damage that arises after a notice of intent to terminate is received from the District or if, through no fault of Contractor, the Project is suspended and Contractor is denied access to the Project Site.
- 5.21. **Regional Notification Center.** If the Work involves any trenching, boring, tunneling,

digging or other excavation, the Contractor shall be solely responsible and liable for compliance with all applicable requirements of Government Code Sections 4216 through 4216.9, and with all requirements of the Contractors State License Board relating to such Government Code provisions. The Contractor must, as required, obtain from the Regional Notification Center an Underground Service Alert identification number and must provide such identification number to the District. Prior to it expiring, the Contractor must contact the Regional Notification Center for any necessary revalidation of the identification number.

- 5.22. **Asbestos or Other Hazardous Materials.** In the event the Contractor encounters on the Project Site any material that Contractor reasonably believes to be asbestos, polychlorinated biphenyl (PCB), any material listed by the federal or State EPA or federal or State health agencies as a hazardous material, or any other material defined as being hazardous under federal or State laws, rules or regulations ("Hazardous Material") that has not been rendered harmless, Contractor shall immediately stop all Work in the area affected and report the condition to the District in writing. The Contractor shall resume the Work only if it is determined that no Hazardous Material is present or that such Hazardous Material has been rendered harmless. The District shall not require that the Contractor perform any Work relating to Hazardous Material without the Contractor's consent.
- 5.23. **Non-Asbestos-Containing Materials Certification.** Prior to commencing the Work, the Contractor shall execute and submit to the District the Non-Asbestos-Containing Materials Certification Form included within the Contract Documents for the Project.
- 5.24. **Inspection of Completed Work.** In addition to any testing and inspection required by the Contract Documents, the Inspector may require special inspection of any portion of the Work already completed as to which there is a reasonable question as to whether it was completed in accordance with the requirements of the Contract Documents. In such an event, the Contractor shall remove or undo all portions of the Work as are necessary to facilitate inspection of the questioned portion of the Work. If the questioned portion of the Work is found not to conform with the Contract Documents, the Contractor shall pay all costs of the re-examination and correction of the Work, including repair or replacement of previously completed Work that was removed or un-done to permit the inspection. If the questioned Work is found to conform with the Contract Documents, the District shall pay the cost of the re-examination and any repair or replacement of previously completed Work that was removed or un-done to permit the inspection.
- 5.25. **Correction of Work Before Final Payment.** The Contractor shall promptly remove from the Project and the Project Site all materials, equipment or other items that, as determined by the Inspector, fail to conform to the requirements of the Contract Documents, regardless of whether such materials have already been incorporated into the Work. The Contractor shall, at its own expense, promptly replace any such materials, equipment or items with conforming materials, equipment or items, and shall thereafter repair the Work and/or execute the remaining Work in conformance with the Contract Documents. In addition, the Contractor shall bear all costs and expenses of replacing or repairing the work of other contractors or subcontractor(s) that is destroyed or damaged in the course of removing or replacing any non-conforming materials, equipment or other items that were incorporated into the Work. The District shall have no obligation to issue the Final Payment to the Contractor unless and until the Contractor satisfies the requirements of this Section.

5.26. **Use of Completed Portions.** The District shall have the right at any time to take possession of and use any completed or partially completed portions of the Work, regardless of whether the entire Work is complete. In no event shall such possession and use by the District be construed as, or deemed to be, acceptance by the District of portions of the Work that is not complete or that has not been completed in accordance with the Contract Documents. In the event such possession and use delays or increases the cost to the Contractor of completing the remaining Work, the Contractor may submit a claim to the District Representative for additional compensation or extension of time, or both.

5.27. **Guarantee.**

5.27.1. General. In addition to any manufacturer or other guarantees required by the Contract Documents, the Contractor hereby guarantees that all Work performed pursuant to the Contract shall be of good quality and conform to all requirements of the Contract Documents, and that the Work shall be free from defective, faulty and/or non-conforming workmanship, materials, equipment and other items. Contractor agrees that it shall repair, replace or correct any such defective, faulty or non-- conforming Work that appears or is discovered during the one (1) year period after the date of final acceptance of the Project by the District (or the period of time specified elsewhere in the Contract Documents or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later). Provided however, should this Contract be terminated prior to completion of the Work by Contractor, then the 1-year warranty period shall commence as of the date a notice of intent to terminate is received by Contractor and shall only apply to portions of the Work completed by Contractor. The provisions of this Section shall not be construed to limit the guarantee on items for which the Contract Documents specify a longer guarantee or on items for which the manufacturer provides a longer guarantee period, and the Contractor shall be responsible for any latent defects in the Work for the period applicable to latent acts or omissions specified in Section 7030 of the Business and Professions Code.

5.27.2. Performance of Guarantee Work. Within seven (7) days after written notice from the District of any such defect, fault and/or non-conformance, the Contractor shall, at its sole cost and expense, commence and perform with due diligence all Work necessary to repair, replace or correct such defect, fault and/or non-conformance so that the requirements of the Contract Documents are met. Notwithstanding the foregoing, the Contractor shall immediately upon notice from the District undertake any necessary repair, replacement or correction in the event of an emergency or a dangerous condition, when necessary, to prevent an interruption in the District's operations, or when necessary, to prevent injuries to persons and/or damage to property.

5.27.3. Collateral Damage. In complying with its guarantee obligation, the Contractor shall, at its sole cost and expense, repair, replace or correct any portions of the Project (including work of other contractors and subcontractor(s)) damaged by any defect, fault or non-conformance in the Work, or that become damaged in the course of repair, replacement or correction of defective, faulty or non- - conforming Work.

- 5.27.4. Extension of Guarantee Period. With respect to any of the Work that is repaired, replaced, or corrected during the applicable term of this guarantee, the guarantee and the Contractor's obligation hereunder shall be extended for an additional six-month period, commencing with the date of acceptance of the repaired, replaced or corrected Work.
 - 5.27.5. Guarantees for Benefit of District. Any and all warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the District, regardless of whether or not such warranties and guarantees have been transferred or assigned to the District by separate agreement, and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the District.
 - 5.27.6. Contractor Failure to Perform. In the event the Contractor fails to perform, or fails to timely perform, any necessary repair, replacement or correction to the reasonable satisfaction of the District, the District, upon five (5) business days written notice to Contractor, shall have the right, at the Contractor's sole cost and expense, to repair, replace or correct any defective, faulty or nonconforming Work together with any portion of the Project damaged thereby or by the repair, replacement or correction thereof. The Contractor or, if applicable, its surety, shall reimburse the District for all costs and expenses that the District incurs in connection with any such repair, replacement or correction by the District or in connection with enforcing the provisions of this
6. **CHANGES IN THE WORK.**
- 6.1. **District Instructions.** In giving instructions related to performance of the Work, the Contractor shall comply with instructions of the District Representative related to minor changes in the Work not involving extra cost and not inconsistent with the purpose of the Work, and there shall be no additional compensation to the Contractor therefore.
 - 6.2. **District Authority.** For purposes of the Contract, any significant alteration, deviation, or change in the scope, method of performance, nature of materials or price of the Work or the Project, or any other matter materially affecting the performance or nature of the Work or the Project shall be referred to as a "Change in the Work". The District shall have the right to require a Change in the Work, without thereby invalidating the Contract.
 - 6.3. **Change Orders.** Any request for a Change in the Work that involves an adjustment of the Contract Amount or a modification of the time for performance of the Work or portion thereof shall be set forth in a written order for the Change in the Work (each a "Change Order"). Each Party shall propose Change Orders for Changes in the Work that it requests. Any and all modifications of the time for performance of the Work attributable to a Change in the Work must be set forth in the associated Change Order and not left for later determination. No Change Order shall become effective, and the District shall have no liability related thereto for payment or otherwise, unless and until approved and signed by the District and the Contractor. Except as expressly provided in the Change Order, all work pursuant to a Change Order shall be performed in accordance with the terms and conditions of the Contract. In the event of an emergency endangering life or property, notwithstanding the foregoing, the Contractor may rely on the District's oral requests for additional work, which if

affecting the Contract Amount and/or time for performance of the Work will be adjusted accordingly by the District.

- 6.4. **Valuation of Change Orders.** The Parties shall determine and set forth in an applicable Change Order the fair and reasonable value of each Change in the Work, which will be added to or deducted from the amount of the Contract Amount. The Contractor shall, upon request of the District, provide all information required by the District to substantiate the value of a Change in the Work. No time extension shall be granted in conjunction with any Change Order unless the approved Change Order expressly sets forth such adjustment. The valuation of a Change Order shall be determined in one or more of the following ways: (i) by estimate and acceptance in a lump sum amount; (ii) by unit prices specified in the Contract or as agreed to by the Parties; or (iii) by a percentage of Contractor's cost and a fixed fee, in which case the Contractor shall keep detailed records of the net cost of labor and materials. The District Representative shall certify the amount of each Change Order that does not provide for a fixed lump-sum amount. In the event the Parties are unable to agree on a Change Order valuation method or amount, the Contractor nonetheless shall proceed with any Change in the Work required by the District. In such event, the Contractor shall keep detailed records of the net cost of labor and materials, together with vouchers. Pending final determination of value, payment on account of a Change in the Work shall be made based upon the District Representative's estimate of the value of the Change in the Work, including, if applicable, a reasonable allowance for overhead and profit due to the Contractor.
- 6.5. **Change Orders Specify Full and Final Compensation.** Except as expressly set forth in any particular Change Order, each Change Order shall be deemed and construed to include all change(s) required pursuant to the Change Order, including, without limitation, any and all extensions of time and overhead, acceleration costs, profit, general conditions costs, expenses, and other direct and indirect costs and expenses of such work and/or changes. In addition, each Change Order shall be deemed and construed to include all necessary adjustments attributable to cumulative impacts of that and any and all preceding Change Orders, whether such impacts relate to scheduling, productivity or other matters. By signing a Change Order, the Contractor shall be deemed and construed to have waived any and all claims and rights to any adjustments to the Contract Amount and/or time for performance of the Work other than as are set forth in the Change Order, and the Contractor may not thereafter attempt to hold the District responsible for any interference, delay, acceleration, or other effect on the Work and/or additional costs attributable to the change(s) required pursuant to the Change Order.
7. **CONTRACTOR COMPENSATION.**
- 7.1. **Application for Payment.** The Contractor shall submit to the District Representative, on or before the day of each month, an itemized application for payment for the portion of the Work completed during the prior month ("Progress Payment Application"). The Progress Payment Application shall be in a format approved by the District. The Contractor may call upon the Inspector for assistance in preparing any Progress Payment Application and, prior to submission to the District Representative, shall permit the Inspector to review the Progress Payment Application. The Contractor shall certify in the Progress Payment Application that the portion of the Work for which payment is requested has been satisfactorily completed and/or that any materials specified in the Progress Payment Application

not already incorporated into the Project are stored where indicated. Each Progress Payment Application must identify: (i) the portion and amount of Work completed since the last Progress Payment Application; and (ii) the portion of the requested payment amount attributable to each subcontractor, material supplier, and other entity that is entitled to a portion of the payment amount. Each Progress Payment Application shall be accompanied by an updated construction schedule illustrating the actual Work completed to date in relation to the approved construction schedule. If there is a discrepancy between the actual Work completed and the Work required pursuant to the construction schedule (i.e., the Work is either ahead of schedule or behind schedule), the Contractor shall include a detailed explanation of such discrepancy with the Progress Payment Application. Payment to the Contractor shall not be deemed to be acceptance, acquiescence or waiver by the District of any of its rights with respect to any such discrepancy or any deficiency in the Work. The Contractor shall support each Progress Payment Application with such information as reasonably will be necessary for the District Representative to verify the requested payment amount. Payment to the Contractor may be delayed if the Contractor fails to submit complete and accurate information in support of its Progress Payment Applications.

- 7.2. **Verification of Payment Application.** The District Representative and/or Architect shall review each Progress Payment Application and, as soon as practicable, but not later than seven days after receipt of a Progress Payment Application, shall: (i) certify that the Progress Payment Application is correct in all aspects and should be paid by the District; (ii) recommend to the District that it reject the Progress Payment Application as not proper, stating the reason(s) why rejection is appropriate; or (iii) require that the Contractor provide additional information that the District Representative reasonably determines is necessary to verify any requested payment amount. In the event the District rejects the Progress Payment Application, the Contractor may resubmit the Progress Payment Application with additional or new information establishing why payment should be made despite the reason(s) set forth in the District's initial rejection.
- 7.3. **Progress Payments.** The District shall pay the undisputed amount of any Progress Payment Application, less any amounts that may be withheld or retained pursuant to the Contract or law, within thirty (30) days of receipt thereof and in accordance with Public Contract Code Section 20104.50. If the District has requested additional information in support of a Progress Payment Application, the time for payment pursuant to that Progress Payment Application shall be extended by the number of days required for the Contractor to provide the requested information but reduced by the number of days the District exceeds the 7-day return requirement described in Section 7.2 of these General Provisions. The District shall pay interest, at the rate set forth in Code of Civil Procedure Section 685.010(a), on any amount not paid within the time required by Public Contract Code Section 20104.50 and the Contract, provided that such amount is not subject to dispute or a request for additional information.
- 7.4. **Retention.** Unless the District has made a finding that the Project is substantially complex, as provided in Public Contract Code Section 7201, the District shall retain five percent of the amount to be paid to the Contractor pursuant to each approved Progress Payment Application ("Retention"), and the total amount of Retention shall not exceed five percent of the Contract Amount. However, if the District made such

finding, the District shall withhold ten percent of each approved Progress Payment as Retention, and, in such event, the total amount of Retention shall not exceed ten percent of the Contract Amount. The District shall release the Retention to the Contractor ("Final Payment") as provided in Section 7.9 of these General Provisions. In the event of any dispute between the District and the Contractor, the District, as provided by Public Contract Code Section 7107, may withhold from the Final Payment an amount not exceeding one-hundred and fifty percent (150%) of the amount in dispute.

- 7.5. **Ownership of Work.** As security for partial, progress, or other payments, title to the portion of the Work for which such payments are made shall pass to the District at the time of payment. The Contractor shall retain title to all new materials and equipment until incorporated into the Work. However, all Work shall be at the Contractor's risk exclusively until final completion and acceptance of the Project by the District. To the extent that title has not previously been vested in the District by reason of any such payments, full title shall pass to the District upon delivery of the completed Work as specified in the Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, and other encumbrances. The Contractor promises and agrees that it shall not pledge, hypothecate, or otherwise encumber the Work, materials or other items hereby subject to transfer of title in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Any such transfer of title shall not imply acceptance by the District, shall not relieve the Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for, any loss of or damage to the Work, materials or other items on the Project.
- 7.6. **Securities In Lieu of Retention.** Upon request to the District, the Contractor shall be permitted, in accordance with Public Contract Code Section 22300, to substitute securities in lieu of the Retention withheld by the District in order to ensure Contractor's performance under the Contract. Alternatively, the Contractor may request that the District pay any Retention earned by Contractor directly to an escrow agent who shall, as directed by the Contractor, invest the Retention in securities. Any escrow agreement shall be substantially in the form set forth in, and any securities invested or substituted in lieu of Retention shall be of the type permitted pursuant to, Public Contract Code Section 22300. The Contractor shall be responsible for all costs (including, without limitation, the District's costs) attributable to any investment or substitution of securities in lieu of Retention and/or any costs incurred in connection with establishing and maintaining an escrow account.
- 7.7. **Deductions for Uncorrected Work.** The District may determine, in its sole discretion, not to correct all or any portion of the Work or Project that is damaged or that was not completed in accordance with the Contract and, in such event, if applicable, an equitable deduction from the Contract Amount shall be made therefor.
- 7.8. **Other Withholdings.** In addition to the Retention, the District may withhold from the Final Payment or from amounts payable pursuant to any approved Progress Payment Application all amounts necessary to protect District from any loss or liability that has or might result from: (i) Liquidated Damages; (ii) the costs to the District of performing any obligation of Contractor related to the Work that Contractor has failed to timely perform or has performed inadequately; (iii) failure

of Contractor to timely correct defective Work; (iv) any stop payment notice(s) related to the Work; (v) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount or prior to any scheduled completion date; (vi) unsatisfactory progress, execution or performance of the Work; (vii) unauthorized deviations from the Contract; (viii) failure of the Contractor to maintain or timely submit proper and sufficient documentation as required by the Contract or by the District during performance of the Work; (ix) erroneous or false estimates by the Contractor of the value of the Work performed; (x) expenses, losses or damages incurred by the District for which Contractor is liable pursuant to the Contract; (xi) damage caused by the Contractor or its Work to the Project or to the work of any other prime contractor or subcontractor performing work on the Project; and (xii) any other sums that the District is entitled to withhold or recover from Contractor pursuant to law or the Contract. The failure by the District to withhold any such amount from any payment, or from a particular payment, to Contractor shall not constitute a waiver of the District's right to such amount.

Section 7.9 Final Payment. The Inspector shall provide written certification to the District when, as determined by the Inspector, the Contractor has satisfactorily completed the Work and all other obligations pursuant to the Contract Documents. The Inspector shall indicate in the certificate, based on actual measurements, the whole amount and value of the Work accomplished by the Contractor and that all "punch list" items have been satisfactorily completed. The District shall thereafter inspect the Work and determine whether all of the Work has been completed in accordance with the terms of the Contract Documents. Not sooner than 35 days, and not later than sixty (60) days, after acceptance of the Work, the District shall issue the Final Payment to the Contractor, subject to withholding of disputed or other amounts as permitted by applicable law and/or the Contract Documents. The District, within fifteen (15) days after acceptance of the Work, may cause a Notice of Completion for the Work to be filed in the office of County Recorder.

- 7.9. **Waiver and Release.** Notwithstanding any other provision of the Contract, as a condition precedent for each payment to the Contractor hereunder: (i) the Contractor must complete, sign and submit to the District a conditional waiver and release in accordance with, and in substantially the form set forth in, Civil Code Section 8132, for the full amount of the payment; (ii) the Contractor must complete, sign, and submit to the District an unconditional waiver and release, in substantially the form set forth in Civil Code Section 8134, for all amounts previously paid to the Contractor and for which the Contractor has not already subcontracted an unconditional waiver; and (iii) a completed and signed unconditional waiver and release, in substantially the form set forth in Civil Code Section 8134, for each subcontractor, materials supplier and other entity that has been paid by the Contractor, but that has not already submitted an unconditional waiver and release for all such payment amounts. In addition, the District may require that the Contractor submit to the District an affidavit to the effect that such releases account for all the labor and material used in connection with the Work for which a stop payment notice could be filed. In the event any subcontractor, materials supplier, or other entity or person refuses to provide a release in full, the Contractor may provide the District with a bond satisfactory to the District to indemnify the District against any stop payment notice that may be filed by such entity or person. If any stop payment notice remains unsatisfied after the District has made the Final

Payment to the Contractor, the Contractor shall pay to the District all amounts, if any, that the District may be compelled to pay in discharging such stop payment notice, together with the District's costs and expenses related thereto, including attorneys' fees and costs.

7.10. **Claims for Extra Cost.** If the Contractor claims that instructions related to the Work resulted in costs to the Contractor that were not contemplated and are not included within the Contract Amount, the Contractor shall give written notice thereof to the District Representative within a reasonable time, but not in excess of five days after the receipt of such instructions. In the event of any such claim, except in an emergency in which life or property is endangered, the Contractor shall not commence execution of the portion of the Work that is affected by such claim unless and until directed to do so by the District. In the event the District Representative determines that any such claim is valid, the Contract Amount shall be adjusted as provided for a Change in the Work. The Contractor shall bear the risk, cost and expense of any Change in the Work undertaken without prior approval of the District.

7.11. **Claims for Extra Cost Due to Increase in Material Costs.** Prior to the issuance of a purchase order and/or other piggyback contract, the Contractor may make a claim for additional cost provided Contractor is able to provide reasonable proof evidencing an increase in the cost of material due to an industry-wide sudden increase in the prices or shortages of building materials or component equipment that are purchased after presentation of the Pricing Matrix, the District agrees that there shall be an equitable increase in the Pricing Matrix.

7.12. **Delay Damages.** The Contractor shall not claim or be entitled to receive any compensation or damages because any portion of the Project at any time has not progressed or is not sufficiently complete for Contractor to timely proceed or continue with any portion of the Work, except where such delay is the result of an unreasonable act of the District, or any agents acting on behalf of the District, not within the contemplation of the Parties. Notwithstanding the foregoing, the Contractor shall not claim or be entitled to compensation for any such otherwise compensable delay in the event of a concurrent delay resulting from acts or omissions of the Contractor or its subcontractors or suppliers. In addition, where a concurrent delay exists, Contractor shall not be responsible for any Liquidated Damages or any other delay damages arising during the period of the ongoing concurrent delay.

8. INSURANCE AND INDEMNIFICATION.

8.1. **General Liability Insurance.** Prior to commencing the Work, the Contractor must have in effect, and the Contractor must maintain in effect at all times as required by this Section, a policy of broad-form commercial general liability insurance ("General Liability Policy"), written on an "occurrence" basis, covering claims for bodily injury, including death, property damage, and consequential damages that may arise out of or result from Contractor's performance of the Contract or from actions taken in connection with the Work, whether such actions are taken by Contractor, by any subcontractor of Contractor, or any person directly or indirectly employed by any of them. Not as a limitation on the foregoing, the General Liability Policy must provide coverage for both the ongoing and completed operations of the Contractor, and for the indemnification obligations assumed by the Contractor pursuant to the Contract Documents. The General Liability Policy must provide coverage with minimum

coverage limits as specified in the Special Provisions. If an aggregate limit applies to the General Liability Policy, not less than the minimum aggregate coverage limit specified in the Special Provisions must apply specifically to the Project and the Contract, by means of either endorsement or a separate "following form" excess policy. The Contractor must keep the General Liability Policy in full force and effect for at least one year after the date of Final Payment to the Contractor to ensure that coverage for products-completed operations remains in effect at least for such one-year period.

- 8.2. **Vehicle Liability Insurance.** Prior to commencing the Work, the Contractor must have in effect, and the Contractor must maintain in effect at all times prior to final completion and acceptance of the Work, a policy of vehicle liability insurance, written on an occurrence basis, providing coverage for all motor vehicles (whether owned, leased, rented, or borrowed) that are driven or used in connection with the Work ("Vehicle Liability Policy"). The Vehicle Liability Policy must, by separate endorsement, name the District as an additional insured and must include a standard waiver of the insurer's rights of subrogation against the District. The Vehicle Liability Policy must provide coverage with minimum coverage limits as specified in the Special Provisions. If an aggregate limit applies, not less than the minimum aggregate coverage limit specified in the Special Provisions must apply specifically to the Project and the Contract, by means of endorsement or separate "following form" excess policy.
- 8.3. **Workers' Compensation Insurance.** In accordance with Labor Code Sections 1860 and 1861, and concurrently with execution and delivery of the Contract, the Contractor shall execute and deliver to the District the Workers' Compensation Certification form included within the Contract Documents whereby the Contractor acknowledges its responsibility to secure workers' compensation insurance in compliance with Labor Code Section 3700 et. seq. Prior to commencing the Work, the Contractor must have in effect, and the Contractor must maintain in effect at all times prior to full and final completion of the Work, a policy of workers' compensation insurance in compliance with Section 3700 of the Labor Code and other applicable provisions of law ("Workers' Compensation Policy"). Not less than five days prior to commencing the Work, the Contractor must provide to the District such Certificates of Insurance as evidence that the Contractor has such insurance coverage in effect. Section 8.4 Builder's All-Risk Insurance.
- 8.3.1. **General Requirement.** If so, specified in the Special Provisions, the Contractor must procure a policy of builder's all-risk insurance, written on a non-reporting, completed value basis, providing coverage in an amount not less than the greater of: (i) the full estimated replacement cost of the Project assuming the Work has been completed; or (ii) the Contract Amount ("Builder's All-Risk Policy"). The Builder's All-Risk Policy must apply, at a minimum, to: (i) completed Work and the Project as improved by the Work; (ii) Work in progress; (iii) temporary structures and improvements; (iv) materials, supplies and equipment stored on the Project Site; (v) materials, supplies and equipment stored at off-site locations or in transit; and (vi) operational and performance testing, commissioning and start-up.
- 8.3.2. **All-Risk Coverage.** The Builder's All-Risk Policy must cover: (i) losses arising from causes that include, without limitation, fires, windstorms, lightening, explosions, theft, earth movement, collapse, and water damage; (ii) costs

associated with clean-up, demolition, repair or other correction of covered losses, including, without limitation, fees for necessary architectural, engineering and other professional services; and (iii) all ensuing or consequential losses attributable to causes of loss excluded under the Builder's All-Risk Policy, including, without limitation, faulty design or workmanship. The Builder's All-Risk Policy must be endorsed for extended coverage, vandalism, malicious mischief, and theft, including theft of materials not then incorporated into the Work. Any exclusion of losses attributable to faulty design or workmanship shall not exceed the total costs the District would have incurred to repair or otherwise correct the fault if it had been discovered prior to the loss having occurred.

- 8.3.3. **Earthquake and Flood Coverage.** The foregoing provisions of this Section 8.4 shall not be deemed or construed to require that the Builder's All-Risk Policy include earthquake and flood insurance coverage. However, the District may require that the Contractor obtain an endorsement to the Builder's All-Risk Policy to provide earthquake and/or flood insurance for the Project, in which event the District shall be responsible for the cost of the endorsement.
- 8.3.4. **Loss Payees and Additional Insureds.** The Builder's All-Risk Policy must name or be endorsed to name the District and the Contractor as loss payees (or, if applicable, additional insureds), including, without limitation, for the purposes of any tax-exempt bond proceeds used to fund the Project, and the District shall for such purposes be deemed the owner of all work and materials on the Project Site or stored for use on the Project Site. The payment by the District of any Construction Progress Payments, in and of itself, shall not be deemed or construed to: (i) create an insurable interest for the District; or (ii) relieve the Contractor of responsibility it otherwise may have for losses arising from any direct physical loss, damage, or destruction incurred prior to final completion and acceptance of the Work.
- 8.4. **Contractor Insurance is Primary.** The coverages provided by each of the General Liability Policy, the Vehicle Liability Policy, and, if applicable, the Builder's All-Risk Policy shall be primary and not contributing with respect to any insurance or self-insurance programs covering the District and/or any of the District Agents.
- 8.5. **Insurer Standards.** Each of the General Liability Policy, the Vehicle Liability Policy, and, if applicable, the Builder's All-Risk Policy must be issued by an insurer that is approved to do business in this State and that has, as determined by the A.M. Best Company, a "Financial Strength Rating" of not less than "A-" (A minus), a "Ratings Outlook," if assigned, of either stable or positive, and a "Financial Size Category" of not less than VII. If a "Ratings Outlook" has been assigned to any such insurer that is not either stable or positive, the District may consider the insurer's Rating's Outlook and all other relevant factors in determining whether the insurer is satisfactory, and, if the District reasonably determines that there may be a significant risk in accepting any insurance policy issued or to be issued by such insurer, then, upon request of the District, the Contractor must obtain such insurance policy through another insurer that satisfies the standards set forth in this Section.
- 8.6. **Additional Insureds.** The General Liability Policy and the Vehicle Liability Policy each must name or be endorsed to name the District as an additional insured. Each endorsement specifying any additional insured must be ISO Form CG 20 10 07 04 and 20 37 07 04 or an equivalent endorsement reasonably acceptable to the District.

Each additional insured endorsement shall include a “primary insurance clause” stating to the effect that: “The insurance afforded by this policy for the benefit of the additional insureds shall be primary insurance, and any insurance maintained by the additional insureds shall be excess and non-contributory with the insurance provided hereunder.” The coverage provided to the additional insureds must be at least as broad as the coverage provided to the Contractor and may not contain any additional exclusionary language or limitations applicable only to the additional insureds. Section 8.8 Cross-Liability and Waivers of Subrogation. Each of the General Liability Policy, the Vehicle Liability Policy, and, if applicable, the Builder’s All-Risk Policy must: (i) be endorsed with a cross- liability endorsement (separation of insureds) and include a waiver of the Insurer’s rights of subrogation against each person or entity that is an additional insured or loss payee. The Workers’ Compensation Policy must be endorsed to include a waiver of the insurer’s rights of subrogation against the District. A waiver of subrogation shall be effective with respect to each applicable person or entity regardless of whether the person or entity: (i) has a right to indemnification; (ii) has an obligation to indemnify any other person or entity; (iii) paid any premium for the applicable insurance; or (iv) has an insurable interest in any property. The Contractor shall indemnify, defend and hold-harmless the District, in accordance with Section 8.15 of these General Provisions, with respect to any and all subrogation claims arising from any of the General Liability Policy, the Vehicle Liability Policy, the Builder’s All-Risk Policy (if applicable), or the Workers’ Compensation Policy.

- 8.7. **Premiums, Deductibles and Self-Insured Retentions.** Except as provided in Subsection 8.4.3 of these General Provisions, the Contractor shall be solely responsible and liable for paying any and all premiums and other costs incurred in obtaining and maintaining the General Liability Policy, the Vehicle Liability Policy, the Builder’s All-Risk Policy (if applicable), and the Workers’ Compensation Policy, including, without limitation, any and all renewal premiums. Subject to written approval by the District, which the District may grant or withhold in its reasonable discretion, one or more of such insurance policies may be subject to a deductible or self-insured retention. Upon reasonable request of the District, the Contractor shall either: (i) cause any such deductible or self-insured retention to be reduced or eliminated; or (ii) obtain and provide to the District a bond or bonds guaranteeing payment of the deductible or self-insured retention, together with any losses and related investigations, claims, administrative and legal costs and expenses. Each Certificate of Insurance (defined in Section 8.10 of these General Provisions) that evidences any such insurance policy must specify any and all deductibles applicable to the policy. The Contractor shall be solely responsible and liable for any and all such deductibles and self-insured retentions. Contractor’s indemnification and other obligations pursuant to Section 8.15 of these General Provisions shall apply with respect to any and all claims arising from such premiums, deductibles and/or self-insured retentions.
- 8.8. **Evidence of Coverage.** Within five days after award of the Contract to the Contractor, or prior to commencing the Work, whichever is sooner, the Contractor must provide to the District, for each of the General Liability Policy, the Vehicle Liability Policy, the Builder’s All-Risk Policy (if applicable), and the Workers’ Compensation Policy, a certificate of insurance evidencing that such insurance is in effect (each a “Certificate of Insurance”), together with any and all endorsements to

such policies required pursuant to this Part 8 of these General Provisions. Each Certificate of Insurance must: (i) be executed by a duly-authorized officer, agent or other representative of the insurer; (ii) include an original handwritten signature of the insurer's representative, not a stamped or printed signature; and (iii) must certify the names of the insured, any additional insureds, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance. The Contractor must provide to the District an updated Certificate of Insurance for each renewal of any such insurance policy not less than thirty days prior to any expiration of the policy. Each renewal and replacement of any such policy that, as permitted by this Part 8 of these General Provisions, is written on a "claims made" basis must have a retroactive date that is prior to the date the Contractor was initially required to have such insurance policy in effect pursuant to this Part 8. If any Certificate of Insurance associated with any of the General Liability Policy, the Vehicle Liability Policy, the Builder's All-Risk Policy (if applicable), or the Workers' Compensation Policy sets forth language to the effect that it "does not amend, extend or alter the coverage" of the insurance policy, or that the coverage available pursuant to the policy "is subject to all of the terms, exclusions, and conditions of the policy," then, notwithstanding Section 8.12 of these General Provisions, the Contractor, prior to commencing the Work, must provide to the District a certified copy of such insurance policy and all associated endorsements, riders, et. cetera.

- 8.9. **Mandatory Notice from Insurer of Change in Coverage.** Each of the General Liability Policy, the Vehicle Liability Policy, the Builder's All-Risk Policy (if applicable), and Workers' Compensation Policy, and each associated Certificate of Insurance, must require or be endorsed to require that the insurer notify the District not less than thirty days prior to any cancellation, termination, reduction in coverage, or expiration without renewal of such policy, or, in the case of any cancellation for nonpayment of premium, not less than ten days prior to cancellation. Language in any such insurance policy or Certificate of Insurance to the effect that the insurer shall "endeavor" to provide such notice, or to the effect "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," shall not be acceptable.
- 8.10. **District Review and Approval of Insurance Policies.** Within ten days of a request from the District, the Contractor must provide to the District a certified copy of any of the General Liability Policy, the Vehicle Liability Policy, the Builder's All-Risk Policy (if applicable) and/or the Workers' Compensation Policy as requested by the District, together with any and all associated Certificates of Insurance, endorsements, riders, et. cetera. Each of such insurance policies and associated other documents shall be subject to review and approval by the District in regard to compliance with the requirements of this Part 8 of these General Provisions. No such review by the District, and no failure by the District to undertake any such review, shall be deemed or construed to be an assumption of liability by the District or to constitute a waiver of any non-compliance by the Contractor with the requirements of this Part 8 of these General Provisions.
- 8.11. **Subcontractor Insurance.** The Contractor must require in its subcontracts applicable to the Work that each subcontractor obtain and maintain insurance coverage in compliance with all of the preceding requirements of this Part 8 of these General Provisions, except that: (i) no subcontractor need carry a Builder's All-Risk

Policy; and (ii) coverage limits for subcontractor General Liability Policy and Vehicle Liability Policy shall be as specified in the Special Provisions. The Contractor shall be responsible for ensuring that any and all subcontractors have such insurance in effect and for providing all documentation of the subcontractors' insurance coverage (i.e., copies of insurance policies and Certificates of Insurance) to the District within the time(s) required by this Part 8 of these General Provisions. The Contractor shall indemnify, defend and hold-harmless the District, in accordance with Section 8.15 of these General Provisions, with respect to any and all claims, demands, actions, costs, expenses and other liabilities arising from the failure of any subcontractor to have in effect the insurance required pursuant to this Part 8 of these General Provisions.

8.12. **Waiver of Claims.** Each of the District and the Contractor hereby waives any and all rights it may have against the other pursuant to the Contract to the extent the waiving party is compensated for claims, damages or other liabilities by any of the insurance required pursuant to this Part 8 of these General Provisions. The Contractor shall require that in its subcontracts applicable to the Work that each subcontractor waive any and all rights it may have against the District in connection with the Work to the extent the subcontractor is compensated for claims, damages or other liabilities by any of the insurance required pursuant to this Part 8 of these General Provisions. The Contractor shall indemnify, defend and hold-harmless the District, in accordance with Section 8.15 of these General Provisions, with respect to any and all claims, demands, actions, costs, expenses and other liabilities arising from the failure of any subcontractor to provide the waiver as required pursuant to this Section.

8.13. **Indemnification.** The Contractor shall indemnify, defend, and hold-harmless the District against and from any and all claims, demands, actions, damages, losses, costs, expenses (including, without limitation, reasonable attorneys' fees), and other liabilities of whatever nature that arise from or in connection with the performance of the Contract or of the Work by Contractor or its officers, agents, employees or subcontractors. The Contractor shall reimburse the District for all damages, expenses and losses incurred by the District as a consequence of any claim, demand, action or other proceeding that is within the scope of the foregoing provision of this Section, including, without limitation, any and all disputes between Contractor and any of its subcontractors. However, the Contractor shall not be liable or responsible pursuant to this Section to the extent any claim, demand, action, damage, loss, cost, expense or other liability is attributable to the active negligence, sole negligence or willful misconduct of the District or any District's agent(s), in which event the District and the Contractor shall be liable on a comparative basis. The requirements of this Section shall be in addition to any other indemnification provisions contained in the Contract Documents and shall survive termination of the Contract. Any and all obligations set forth in the Contract Documents requiring that the Contractor indemnify, defend and hold-harmless the District (including, without limitation, this Section) shall be deemed and construed as an obligation to indemnify, defend and hold-harmless the District, the District agent(s), and each of them.

8.14. **Subcontractor Indemnification.** The Contractor shall require that in its subcontracts applicable to the Work that each subcontractor indemnify, defend and hold-harmless the District in connection with the Work to the extent provided in Section 8.15 of these General Provisions. The Contractor shall indemnify, defend and hold-harmless the District, in accordance with Section 8.15 of these General

Provisions, with respect to any failure of any subcontractor to indemnify, defend and hold harmless the District as required pursuant to this Section.

9. **BOND REQUIREMENTS.**

- 9.1. **Payment Bond.** Concurrent with execution and delivery of the Contract, the Contractor must deliver to the District a payment bond in the form included in the Contract Documents, which shall have been duly executed by the Contractor and a Qualified Surety (defined in Section 9.3 of these General Provisions). The payment bond must have a penal sum equal to one hundred percent (100%) of the Contract Amount, and shall be exclusive of any obligation under the performance bond required pursuant to Section 9.2 of these General Provisions. The District shall not be required to issue any payment whatsoever to the Contractor pursuant to the Contract unless and until the District has received and approved such payment bond.
- 9.2. **Performance Bond.** Concurrent with execution and delivery of the Contract, the Contractor shall deliver to the District a performance bond in the form included in the Contract Documents, which shall have been duly executed by the Contractor and a Qualified Surety. The performance bond must have a penal sum equal to one hundred percent (100%) of the Contract Amount, and shall be exclusive of any obligation under the payment bond required pursuant to Section 9.1 of these General Provisions. The District shall not be required to issue any payment whatsoever to the Contractor pursuant to the Contract unless and until the District has received and approved such performance bond.
- 9.3. **Surety Qualifications.** The payment and performance bonds required pursuant to Sections 9.1 and 9.2, respectively, of these General Provisions each must have been executed and issued by a surety that satisfies the requirements of this Section. The surety must be an “admitted surety insurer” as defined in California Code of Civil Procedure Section 995.120. In order to ensure that the surety is an “admitted surety insurer,” the bidder or Contractor must attach to such bonds either of the following documents as required by California Code of Civil Procedure Section 995.311: (i) a copy of information printed from the website of the California Department of Insurance confirming that the surety is an admitted surety insurer; or (ii) a certificate from the County Clerk confirming that the surety is an admitted surety insurer. The surety that issues the performance bond must have a current A.M. Best Company “financial strength rating” of not less than “A” and a “financial size category” of not less than “VIII.” A surety that meets the requirements of this Section shall be deemed to be a “Qualified Surety” for purposes of the Contract. If either or both of the payment bond or performance bond submitted by the Contractor was not executed and issued by a Qualified Surety, the Contractor, within 48 hours of notice from the District Representative and prior to commencing the Work, must submit a replacement bond or bonds that satisfy the requirements of this Section, and if the Contractor fails to submit such replacement bond(s), the Contractor shall be deemed in material breach of the Contract. The foregoing requirement to provide a replacement payment or performance bond shall also be applicable in the event the surety, during the course of construction of the Project, loses its status as an “admitted surety insurer” as defined in Code of Civil Procedure Section 995.120.
- 9.4. **Increase in Bond Penal Sum.** In the event the Contract Amount is increased in accordance with the Contract, the Contractor, upon request of the District, shall promptly cause the amount of the payment and performance bonds to be correspondingly increased and shall promptly deliver satisfactory evidence thereof

to the District. If the Contractor fails to provide to the District any bond required pursuant to the Contract, the District, in its sole discretion, may terminate the Contract for cause.

- 9.5. **Sufficiency of Bonds.** If, in the reasonable opinion of the District, either or both of the payment bond or performance bond required pursuant to this Part 9 of these General Provisions, or the surety issuing either or both of such bonds, is or becomes insufficient or unsatisfactory, the Contractor shall renew or replace such bond within 48 hours of notice from the District Representative, and any failure by the Contractor to do so shall be deemed a material breach of the Contract.

10. **SUSPENSION OR TERMINATION.**

- 10.1. **Suspension of Work by District.** The District, in its sole discretion, may at any time suspend performance of the Work and/or the Project by giving written notice to Contractor, and the suspension shall be effective upon receipt of such notice by the Contractor. Upon receipt of such notice, the Contractor shall immediately commence the process of suspending the Work, making safe any work in progress but otherwise taking steps to cease further progress on the Project. The District, consistent with the provisions of the Contract, shall pay the Contractor for all Work adequately performed up to the effective date of such suspension and for work reasonably required to eliminate safety hazards. Contractor shall resume its Work on the Project within twenty calendar days following written notice from the District to further proceed with Work on the Project.

- 10.2. **Termination for Convenience.** The District, in its sole discretion, and without need for cause, may at any time terminate the Contract, or any portion thereof, by giving written notice to Contractor, and such termination shall be effective upon receipt of such notice by the Contractor. Upon receipt of such notice, the Contractor shall immediately commence the process of terminating the Work, making safe any work in progress but otherwise taking reasonable steps to cease further progress on the Project. The District, consistent with the provisions of the Contract, shall pay Contractor for all Work adequately performed up to the effective date of the termination for convenience as for work reasonably required to eliminate safety hazards. In the event of a termination for convenience, the Contractor shall only be entitled to any profits, overhead or general conditions costs for any portion of the Work that was performed prior to termination or to compensation for costs related to discontinuing the Work. Notwithstanding a termination pursuant to this Section, the Contractor and its surety shall continue to be responsible and liable, in accordance with the Contract Documents and applicable law for any and all defects in quality, damage to property, injury to any person, and other matters arising from the Work performed and portion completed by Contractor prior to the termination.

- 10.3. **Termination for Cause.**

- 10.3.1. Events of Default. Each of the following events shall be deemed a default by the Contractor of its obligations pursuant to the Contract (each an "Event of Default"): (i) Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's Insolvency; (ii) as reasonably determined by the District, the Contractor refuses or fails to provide a sufficient number of properly skilled workmen or the proper materials or supplies as are necessary for timely and/or proper completion of the Work; (iii) Contractor fails to promptly pay subcontractors for undisputed material or labor; (iv) Contractor fails to

comply with any laws, ordinances, or instructions of the District applicable to the District; and (v) Contractor or its subcontractors otherwise fail to comply with any material provision of the Contract.

- 10.3.2. Opportunity to Cure. If an Event of Default occurs, the District may serve notice on the Contractor and its surety(ies) describing the unsatisfactory condition or violation that constitutes a default by the Contractor ("Notice of Default"). The Contractor shall have five (5) business days after service of any such Notice of Default to cure the Event of Default specified in the Notice of Default or to make arrangements satisfactory to the District for cure of the Event of Default. Notwithstanding the foregoing, in the case of an Event of Default pursuant to clause (i) of Subsection 10.3.1 of these General Provisions, the Contractor shall have thirty days to cure or make arrangements satisfactory to the District for cure of the Event of Default.
- 10.3.3. District Remedies for Failure to Cure. Upon failure of the Contractor to cure or make satisfactory arrangements for cure of an Event of Default in accordance with Subsection 10.3.2 of these General Provisions, the District may, at its option: (i) take such action as, in the District's opinion, is necessary to correct or cure the Event of Default and deduct the cost thereof from any amounts due or to become due to Contractor pursuant to the Contract; (ii) proceed to terminate the Contract, or any portion thereof; or (iii) take such other action as is permitted by the Contract or applicable law. In the event the District elects to terminate the Contract or any portion thereof, the District shall schedule and conduct a hearing on the matter, and the Contractor shall be permitted to attend and present evidence at such hearing to support a determination by the District that it should not terminate the Contract. The hearing shall be conducted by the Governing Board, which shall render a final decision. Alternatively, such hearing may be conducted by the District's Assistant Superintendent of Business Services or his designee, who shall make a recommendation to the Governing Board. Unless specified otherwise therein, a decision by the Governing Board shall be effective immediately. Notwithstanding a termination pursuant to this Section, the Contractor and its surety shall continue to be responsible and liable, in accordance with the Contract Documents and applicable law for any and all defects in quality, damage to property, injury to any person, and other matters arising from the Work performed prior to the termination.
- 10.3.4. Effect of Termination for Cause. In the event of any termination for cause pursuant to this Section 10.3, the District shall be entitled to withhold and retain from any payment due to the Contractor all amounts necessary to offset any costs, expenses (including, but not limited to, attorneys' fees), losses and/or damages incurred by the District as a result of the termination for cause. If the remaining amounts potentially payable to the Contractor pursuant to the Contract are insufficient to offset such costs, expenses, losses and/or damages, the Contractor and/or its performance bond surety shall reimburse the District for the uncompensated balance of such costs, expenses, losses and/or damages, including, without limitation, any uncompensated costs to complete the Work. The District's rights pursuant to the Contract are in addition to, and not in lieu of, any other rights or remedies available to the District in the event of a termination for cause. In

addition, the following provisions shall also apply in the event of any termination for cause pursuant to this Section 10.3: (i) The Contractor shall not be entitled to further compensation until satisfactory completion and acceptance by the District of all of the Work. (ii) The District shall give written notice of a termination pursuant to this Section 10.3 to both the Contractor and the Contractor's performance-bond surety. The surety shall thereafter have the right to take over and perform the Contract, provided, however, that, if the surety does not, within seven (7) calendar days after service of the notice of termination, notify the District that the surety intends to take over and perform the Contract, or if the surety does not commence performance of the Contract within fifteen days after providing such notice to the District, the District may take over and complete the Work by any means the District may deem appropriate, for the account of and at the expense of the Contractor, and the Contractor and its surety shall be liable to the District for costs thereby incurred by the District in excess of any remaining portion of the Contract Amount that otherwise would be payable to the Contractor. (iii) In the event the District takes over the Work, the District may, without liability for doing so, (1) take possession of the Work and the Project Site; (2) take possession of all materials, tools, equipment and appliances located at the Project Site and use them in connection with completion of the Project; (3) procure, upon such terms and in such manner as it may determine appropriate, services required to complete the Work; (4) require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of the Contract; and (5) complete the affected portion(s) of the Project by whatever means and methods the District may deem to be in its best interests, including, but not limited to, calling upon Contractor's surety to complete the Work or to issue payment(s) to the District or its replacement contractor(s). (iv) In the event the District takes over and satisfactorily completes the Work, if the unpaid balance of the Contract Amount exceeds the cost to the District of satisfactorily completing the Work, including, without limitation, compensation for any additional architectural, managerial or administrative services needed as a result of the Contractor's default, such excess shall be paid to the Contractor after satisfactory completion and acceptance of the Work by the District less any amounts attributable to any stop payment notices and amounts withheld by the District in accordance with applicable law or the Contract. If the cost to the District of satisfactorily completing the Work is greater than the unpaid balance of the Contract Amount, the Contractor, or its surety, shall pay the undisputed difference to the District within thirty days of notice from the District. In addition, the District may pursue any other recourse or remedies against the Contractor and/or its surety, which are available pursuant to law or the Contract.

- 10.4. **Termination by Contractor.** Subject to the other provisions of this Section, the Contractor may stop the Work or initiate termination of the Contract by giving written notice to the District Representative if, through no fault of the Contractor or its employees, subcontractors or suppliers: (i) all work on the Project ceases for a period exceeding thirty (30) days pursuant to an order or direction of any court or

government entity, other than the District, with jurisdiction over any portion of the Project; (ii) the District Representative arbitrarily fails, within thirty (30) days of receipt from Contractor of a Progress Payment Application, to issue a certificate for payment for any undisputed amount(s) due to Contractor; or (iii) the District fails, within sixty (60) days of receipt from the District Representative of a certificate of payment therefor, to pay to the Contractor any undisputed amount specified in such certificate of payment. Upon receipt of any such notice from the Contractor, the District shall have fifteen days to cure or make other arrangements for cure of the matter as are acceptable to the Contractor. If the District fails within the required time period to cure or make such acceptable arrangements for cure of the matter, the Contractor may stop the Work or terminate the Contract by giving additional written notice to the District, which notice shall be effective immediately upon receipt by the District. In the event the Contractor stops the Work or terminates the Contract in pursuant to either subdivision (ii) or (iii) of the first sentence of this Section, the District shall be liable to the Contractor for any losses thereby reasonably incurred by the Contractor; provided that the Contractor shall not be entitled to recover any lost or foregone profits attributable to the portions of the Work not satisfactorily completed by the Contractor prior to stoppage of the Work or termination of the Contract.

11. LAWS AND OTHER REQUIREMENTS.

11.1. **Liability for Non-Compliance with Laws.** The Contractor at all times during the execution of the Work shall be and shall remain fully informed of all local, State and federal laws, ordinances, rules, regulations or other requirements that may in any manner affect those engaged or employed to perform any of the Work or the materials used in performing the Work, or that may in any way affect the performance of the Work. In addition, the Contractor at all times during the execution of the Work shall be and shall remain fully informed of all rules, regulations, orders and other requirements of any public or private entity with jurisdiction over the Work. In performing the Work, the Contractor shall comply with, and give notices required pursuant to, all laws, ordinances, rules, regulations and other requirements applicable to the Work as drawn and specified. The Contractor shall be liable for any violation of a law, ordinance, rule, regulation or other requirement in connection with performance of the Work. If the Contractor observes that the drawings and specifications are at a variance with any applicable law, ordinance, rule, regulation or other requirement, Contractor shall promptly notify the District Representative in writing. The Contractor shall bear all liability and costs, including any fines, arising from performance of any Work that the Contractor knew or reasonably should have known was contrary to any applicable law, ordinance, rule, regulation or other requirement, and the Contractor failed to notify the District Representative of the same a sufficient time in advance of performing the Work to permit the District to investigate and resolve the discrepancy.

11.2. **Applicable Regulations.** The performance of the Work, including all construction and the materials and equipment used or incorporated into the Work, shall, not as a limitation, conforms to all applicable requirements of the regulatory provisions specified in this Section. Each of such specified regulatory provisions, as those may be amended from time to time, is hereby incorporated as an operative part of the Plans and Specifications, and Contractor shall maintain a current copy of each at the

Project Site. In the event of any conflict between the requirements of the various specified regulatory provisions, or in the event of any conflict between the requirements of the specified regulatory provisions and the requirements of any other applicable provision of law, the most authoritative requirements shall govern and nothing in the Contract Documents shall be construed to permit work that does not conform with such requirements. The Contractor shall not be entitled to additional compensation for any Changes in the Work necessary to ensure compliance with the requirements of the specified regulatory provisions, and the cost of any such Changes in the Work shall be deemed to be encompassed within the Contract Amount. The specified regulations are as follows: (i) Title 8 California Code of Regulations (Industrial Relations), Chapter 4 (Division of Industrial Safety), Subchapter 4 (Construction Safety Orders), commencing with Section 1500. (ii) Title 19 California Code of Regulations (Public Safety), Division 1 (State Fire Marshal), commencing with Section 1.00. (iii) Title 21 California Code of Regulations (Public Works), Division 1 (Department of General Services), Chapter 1 (Office of the State Architect), Subchapter 1 (Safety of Construction of Public Schools), commencing with Section 1. (iv) Title 24 California Code of Regulations (the California Building Standards Code).

- 11.3. **Provisions Deemed Inserted.** Each and every provision or clause required by law to be inserted in the Contract are hereby deemed to have been inserted, and the Contract shall be interpreted and enforced as though such provisions and clauses are expressly set forth herein. If, through mistake or otherwise, any required provision is not inserted or is not correctly inserted, then upon written request of either the District or the Contractor, the Contract shall be amended to make the insertion or correction. Any and all references in the Contract to laws, ordinances, rules, regulations or other requirements shall be deemed and construed to include all amendments, replacements and enactments thereto that are in effect as of the date of the Contract, as well as any later amendments thereto that do not materially or substantially alter the rights or obligations of the Parties.
- 11.4. **Equal Opportunity Employer.** The Contractor represents and warrants that it is an equal opportunity employer and that it shall not, in connection with the Work, discriminate against any employee or applicant for employment in violation of any applicable federal, State, or local law, including, without limitation, on the basis of such person's race, religion, color, national origin, ancestry, sex or age. Such policy of non-discrimination shall apply to all activities related to recruitment advertising, recruitment, initial employment, promotion, demotion, transfer, and layoff or termination.
- 11.5. **Tobacco-Free Facility.** All properties and facilities owned, leased or operated by the District, including the Project, are tobacco-free work places. It is strictly forbidden while on or in any District-controlled property or facility, including the Project, to smoke, chew or otherwise use tobacco products. Any employee of the Contractor or its subcontractors found in violation of these requirements will be required to permanently leave District premises and the Contractor shall not thereafter re-employ such person on the Project or permit such person on the Project Site. The Contractor shall include this provision in all contracts with subcontractors and others performing any of the Work or providing labor, materials or services related to the Work, and each shall provide a copy of this provision to its employees on the Project.

- 11.6. **Drug-Free Facility.** All properties and facilities owned, leased or operated by the District, including the Project, are drug-free work places. It is strictly forbidden while on or in any District Controlled property or facility to: (i) engage in the unlawful manufacture, dispensation, possession or use, including being under the influence, of any controlled substance; (ii) possess or use any alcoholic beverage; or (iii) use any illegal substance which may cause significant impairment of normal abilities. Any employee of the Contractor or its subcontractors found in violation of these requirements will be required to permanently leave District premises and the Contractor shall not thereafter re-employ such person on the Project or permit such person on the Project Site. The Contractor shall include this provision in all contracts with subcontractors and others performing any of the Work or providing labor, materials or services related to the Work, and each, as well as the Contractor, shall provide a copy of this provision to its employees on the Project.
- 11.7. **Compliance with Labor Code Requirements.** The Project is a “public works project” as defined in Section 1720 of the California Labor Code (“Labor Code”) and, therefore, Part 7, Chapter 1, of the Labor Code is applicable to the Project. The Contractor must be, and shall be deemed and construed to be, aware of and understand the requirements of Labor Code Sections 1720 et. seq., and 1770 et. seq., and Title 8 of the California Code of Regulations, Section 16000 et. seq. (collectively, “Labor Laws”) which require the payment of prevailing wage rates and the performance of other acts in connection with public works projects. The Contractor acknowledges that, in applicable circumstances and as provided by Senate Bill (“SB”) 854 (Stats. 2014, Ch. 28), the Project is subject to compliance monitoring and enforcement by the DIR. In any event, the Contractor, at no additional cost to the District, must comply with any and all applicable Labor Law requirements, including, without limitation, requirements for payment of Prevailing Wages, maintenance, inspection and submittal of payroll records, notice and posting requirements, et. cetera. The Contractor must ensure that any and all subcontractors working under the Contractor comply with the Labor Laws and other public works requirements. The Contractor, at no additional cost to the District, must cooperate with the DIR, and the District in connection with Labor Law compliance matters. A contractor or subcontractor that has been debarred in accordance with the Labor Code, including, without limitation, pursuant to Sections 1777.1 or 1777.7, is not eligible to bid on, perform, or contract to perform any portion of the Work. Wage rates for the Work shall be in accordance with the general prevailing rates of per-diem wages determined by the DIR pursuant to Labor Code Section 1770. Wage rates shall conform to those on file at the District’s principal office and posted at the Project Site. The District will withhold payment to the Contractor necessary to satisfy civil wage and penalty assessment issued by the Labor Commissioner. The following Labor Code sections are by this reference incorporated into and are a fully operative part of the Contract, and Contractor shall be solely responsible for compliance therewith: (i) Section 1735: Anti-Discrimination Requirements; (ii) Section 1775: Penalty for Prevailing Wage Rate Violations; (iii) Section 1776: Payroll Records; (iv) Sections 1777.5, 1777 .6, and 1777.7: Apprenticeship Requirements; (v) Sections 1810 through 1812: Working Hour Restrictions; (vi) Sections 1813 and 1814: Penalty for Failure to Pay Overtime; and (vii) Section 1815: Overtime Pay.
- 11.8. **Requirements for Payroll Records.** The Contractor must comply with all applicable provisions of Labor Code Section 1776, which relates to preparing and

maintaining accurate payroll records, and submitting or making such payroll records available for review and copying by the District, the DIR's Division of Labor Standards Enforcement, and Division of Apprenticeship Standards. The payroll records must be certified, maintained at the principal offices of the Contractor, and submitted or made available as required by Labor Code Section 1776. The Contractor must inform the District of the location at which the payroll records are located, including the street address, city and county, and must, within five working days, provide a notice of any change of location and address. If the Contractor or any subcontractor fails to timely comply with requests for certified payroll records, it shall forfeit, as a penalty to the District, \$100 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, and, in addition to penalties as provided by law, may be subject to debarment pursuant to Labor Code Section 1771.1. Timely provision by the Contractor of certified payroll records also shall be a condition precedent to the District's obligation to make any subsequent progress, final, Retention, or other payments to the Contractor pursuant to the Contract.

11.9. **Registration with DIR.** On and after March 1, 2015, no contractor or subcontractor may submit a bid for any work on a public works project, and on and after April 1, 2015, no contractor or subcontractor may be awarded a contract for work on a public works project or perform any work on a public works project, unless the contractor or subcontractor is then-currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725 .5. If applicable to the Contract, then, prior to entering into the Contract, the District will confirm that the Contractor is duly registered with the DIR. Notwithstanding anything to the contrary, if at any time during the performance of the Work, the Contractor or any of its subcontractors is not duly registered pursuant to Labor Code Section 1725.5 (including, without limitation, if the DIR revokes the registration), the District may cancel the Contract and/or replace the Contractor or subcontractor with a contractor or subcontractor that is duly registered pursuant to Labor Code Section 1725.5.

11.10. **Penalties for Violations of Labor Laws.** In accordance with Section 1775 of the Labor Code, the Contractor shall forfeit, as a penalty to the District, not more than \$200 and, subject to limited exceptions, not less than certain amounts specified by law, for each calendar day, or portion thereof, for each worker paid less than prevailing wage rates as determined by the director of the DIR. The Contractor shall pay to each worker the difference between such stipulated prevailing wage rate and the amount paid to the worker for each calendar day or portion thereof for which the worker was paid less than the applicable prevailing wage rates.

11.11. **Assignment of Anti-Trust Claims.** In accordance with Public Contract Code Section 7103.5, the Contractor, in entering into the Contract, hereby offers and agrees to assign to the District all rights, title, and interest in and to all causes of action Contractor may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. Such assignment shall be made and become effective at the time the District tender's final payment to the Contractor, without further acknowledgment by the Parties.

12. **DISPUTE RESOLUTION.**

- 12.1. **Governing Law and Venue.** The Contract and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Any arbitration, litigation or other proceeding arising out of the Contract shall be commenced and conducted only in the County where the Project is located.
- 12.2. **Mediation and Arbitration.** The provisions of Part 3, Chapter 1, Article LS (commencing with Section 20104) of the Public Contract Code (“Dispute Resolution Provisions”) shall apply to all public works claims of \$375,000 or less arising or resulting from the Contract. The Dispute Resolution Provisions are incorporated herein by this reference. The Dispute Resolution Provisions require that any such claim be in writing and supported by adequate documentation of the basis for the claim. The District shall respond to any such claim as required pursuant to the Dispute Resolution Provisions, and the Parties may be required to mediate and arbitrate the claim(s).
- 12.3. **Costs and Expenses.** The Parties shall, initially, equally bear the cost of any arbitration, litigation or other proceeding arising from or related to the Work or the Contract; however, the prevailing party in any such proceeding shall be entitled to recover such initial costs, in addition to other costs as specified herein, as an item of damage and/or recoverable cost.
- 12.4. **Continuation of Work.** Notwithstanding anything in the Contract Documents to the contrary, in the event of any dispute between the District and the Contractor, or any dispute between the Contractor and any subcontractor or other third party, the Contractor shall not be permitted to cease performance of the Work, but the Contractor shall have the right to pursue all other remedies permitted pursuant to the Contract and applicable law. A violation of this provision by the Contractor shall constitute a material breach of the Contract.

SPECIFICATIONS

General Scope Requirements

The purpose of this RFP is to request proposals from qualified providers for Carpet Installation. Carpet shall be installed as per provided guide. See Attachment A.

Contractor will be responsible for moving in/out/around all classroom furniture and supplies necessary for carpet removal and new carpet install.

Technical Scope Requirements

Carpet removal and floor prep and new carpet installed in the following areas:

(39) - 960 square foot classrooms - 130' of base per room - 5,070 total feet

(1) - 1,755 sq foot room - 170' of base

(1) - 1,400 sq foot room - 150' of base

(1) - 430 sq ft room - 96' of base

(1) - 960 sq ft office - 130' of base

(1) - 110 sq ft office - 42' of base

(1) - 1,400 sq ft office - 150' of base

(1) - 196 sq ft room - 60' of base

New install totals

New Installation of 5,365.35 SY of carpet tile

New Installation of 6,480 linear feet of Cove Base

New Installation of 105.77 SY of Walk Off carpet tiles

Owner to provide:

Style, Size, Backing, Description			Quantity	OUM
BT585 Flux Foundation 24"x24" Carpet Tile - Ecoflex Matrix backing /10.6667 SY per ctn)	Gravel	989	5,365.35	SY
CRW05 - 4 Inch Rubber Cove Base - 48" lengths (120LF per ctn)	Night Skies	2	6,480.00	LF
GT311 Step Up II 24" x 24" Walk Off Tile - Ecoflex NXT backing (6.2222sy per ctn)	Obsidian	989	105.77	SY
Enpress - Pressure Sensitive Releasable for EcoFlex ICT, NXT and AIR Carpet Tile and Plank (80%RH and 9pH) (4- Gallon)			46.00	EA
M45 Cove Base Adhesive Cartridge 30oz. (75lf-100lf)			77.00	EA

A cartoon illustration of a knight in full plate armor, including a helmet with a red plume. The knight is holding a sword in his right hand and a shield in his left. The shield features a red border and a central emblem. The knight has a determined expression.

Work Area: All rooms in Highlighted area

Softball Field

Soccer Field

Basketball Courts

Basketball Courts

Playground

Staff Lounge

R

5 Martine

6 Artz

7 Denson

8 Werning

9 Kapelos

10 Seeger

11 Food Services

12 Castro - PE

13 Barkdoll - PE

14 MPR

15 Cafeteria

16 R

17 Health

18 Miss Kilzer AP

19 Office

20 Watts

21 R

22 R

23 R

24 R

25 R

26 R

27 R

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Amphitheater

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Carpet Tile & Plank Direct Glue Down

INSTALLATION

EcoFlex® ICT
EcoFlex® NXT
EcoFlex® AIR
EcoFlex® Matrix

160 South Industrial Blvd.
Calhoun, GA. 30701
MohawkGroup.com

Technical Services Department
508 East Morris St.
Dalton, GA 30721
800.833.6954
product_tech@mohawkind.com



This information, offered as a customer service, is based on Mohawk Group's engineering test and field experience. It is intended for installers with professional experience to be used at their discretion and risk. Mohawk Group does not guarantee results and assumes no liability in connection with these instructions

SITE CONDITIONS

Concrete slabs must be tested for moisture by the current version of ASTM F2170. (Consult CRI 104 part 6.2 for standard test method for determining relative humidity on concrete floor slabs using In-Situ Probes.) Below are the requirements for each Mohawk Group Carpet Tile products.

Ecoflex NXT & Ecoflex MATRIX

The following applies to new pour concrete:

On or Below Grade:

An ASTM E-1745, Class B minimum vapor barrier must be in place and directly in contact with the concrete

- If reading is below 95% RH, Enpress adhesive or FlexLok tabs only
- If reading exceeds 95% RH, and no signs of visible moisture are present, Mohawk FlexLok tabs are an approved installation method. For thorough guidelines regarding site conditions, floor prep and installation consult the complete set of FlexLok installation instructions.

Above Grade:

- If reading is below 95% RH, Enpress adhesive or FlexLok tabs only
- If reading exceeds 95% RH, and no signs of visible moisture are present, Mohawk FlexLok tabs are an approved installation method. For thorough guidelines regarding site conditions, floor prep and installation consult the complete set of FlexLok installation instructions.

The following applies to renovation:

On or Below Grade:

An ASTM E-1745, Class B minimum vapor barrier must be in place and directly in contact with the concrete

- If reading is below 95% RH, Enpress adhesive or FlexLok tabs only
- If reading exceeds 95% RH, and no signs of visible moisture are present, Mohawk FlexLok tabs are an approved installation method. For thorough guidelines regarding site conditions, floor prep and installation consult the complete set of FlexLok installation instructions.

Above Grade:

- If reading is below 95% RH, Enpress adhesive or FlexLok tabs only
- If reading exceeds 95% RH, and no signs of visible moisture are present, Mohawk FlexLok tabs are an approved installation method. For thorough guidelines regarding site conditions, floor prep and installation consult the complete set of FlexLok installation instructions.



The alkalinity or pH in a concrete slab must be tested by the current version of ASTM F710 for a glue-down installation. If pH exceeds 12, consult Mohawk Group Technical Services at 800.833.6954

Ecoflex AIR

The following applies to new pour concrete:

On or Below Grade:

An ASTM E-1745, Class B minimum vapor barrier must be in place and directly in contact with the concrete

- No pH or RH testing required when using Enpress Adhesive and the following –
 - No Sign of visible moisture
 - Slab is older than 30 days

Above Grade:

- No pH or RH testing required when using Enpress Adhesive and the following –
 - No Sign of visible moisture
 - Slab is older than 30 days

The following applies to renovation:

On or Below Grade:

An ASTM E-1745, Class B minimum vapor barrier must be in place and directly in contact with the concrete

- No pH or RH testing required when using Enpress Adhesive and the following –
 - No Sign of visible moisture

Above Grade:

- No pH or RH testing required when using Enpress Adhesive and the following –
 - No Sign of visible moisture

Ecoflex ICT

The following applies to new pour concrete:

On or Below Grade:

An ASTM E-1745, Class B minimum vapor barrier must be in place and directly in contact with the concrete

- If reading is below 80% RH, Enpress or FlexLok Tabs
- If reading is between 80-90% RH, Optiseal is required with Enpress adhesive or with FlexLok Tabs
- If reading exceeds 90% RH, consult Mohawk Group Technical Services at 800.833.6954



Above Grade:

- If reading is below 80% RH, Enpress adhesive or FlexLok Tabs
- If reading is between 80-90% RH, Optiseal is required with Enpress adhesive or with FlexLok Tabs
- If reading exceeds 90% RH, consult Mohawk Group Technical Services at 800.833.6954

The following applies to renovation:

On or Below Grade:

An ASTM E-1745, Class B minimum vapor barrier must be in place and directly in contact with the concrete

- If reading is below 80% RH, Enpress adhesive or FlexLok Tabs
- If reading is between 80-90% RH, Optiseal is required with Enpress adhesive or with FlexLok Tabs
- If reading exceeds 90% RH, consult Mohawk Group Technical Services at 800.833.6954

Above Grade:

- If reading is below 80% RH, Enpress adhesive or FlexLok Tabs
- If reading is between 80-90%, Optiseal is required with Enpress adhesive or with FlexLok Tabs
- If reading exceeds 90% RH, consult Mohawk Group Technical Services at 800.833.6954

The alkalinity or pH in a concrete slab must be tested by the current version of ASTM F710 for a glue-down installation. If pH exceeds 9, on new pour or renovation, consult Mohawk Group Technical Services at 800.833.6954

Hydrostatic Pressure

If the concrete slab is visibly wet, or experiencing hydrostatic pressure, the cause of the moisture should be properly addressed prior to installation of floor covering. Consult Mohawk Group Technical Services at 800.833.6954

TEMPERATURE

The floor and room temperature must be acclimated by maintaining the temperature between 65°F and 85°F, and the humidity between 30% and 65%, for at least 48 hours before and during installation. In addition, the carpet and adhesive should be stored under these conditions for at least 24 hours before installation. The installation site must be acclimated with controlled temperature and humidity.

When the installation is complete, the jobsite must be maintained at normal service temperature and humidity.

FLOOR PREPARATION AND EXISTING ADHESIVES

Pre-existing adhesive ridges should be mechanically or hand scraped to a residue to create a smooth flat surface before installing our carpet products. Mohawk cannot be held liable for issues arising from excess adhesive left on the substrate; this includes, but is not limited to, bond failures between encapsulated / skim coated old adhesive and patching compounds used in place of removing adhesive (mechanically or hand scraped) to a smooth surface.



- When active non-asbestos containing cut back adhesive, or any incompatible adhesive is present, the existing adhesive should be scraped smooth with only residual adhesive remaining in the pores of the substrate and properly sealed with OptiSeal when installing Ecoflex ICT, Ecoflex NXT or Ecoflex Matrix.
- Chemical adhesive removers cannot be used to remove old existing adhesives.
- Mechanically remove all wax, dirt, grease and paint. DO NOT use solvents to clean the floor. DO NOT use oil based sweeping compounds.
- Fill cracks larger than 1/16" wide with a cement-based patching compound. The floor must be flat to within 1/8" in 10 feet. Use leveling compound when required. Patched areas may need to be primed with an approved primer such as PrimeCoat. (Consult patch manufacturer for requirements.) DO NOT install over resin or silicate based curing compounds.
- Floor tiles containing asbestos, any adhesive possibly containing asbestos, or other floor coverings containing asbestos require special preparation, handling and removal procedures. Consult the appropriate local or state authorities or the Resilient Floor Covering Institute before disturbing any suspected asbestos-containing material
- When installing carpet tiles over raised access floor panels, start installation by overlapping the access panel joints to prevent the seams of the tiles from lining up with the access panel joints. Additionally, all access panels should be sound, level and edges firmly secured to the raised flooring pedestals.
- Mohawk will not be responsible for any damages arising out of the failure to follow these guidelines. Mohawk Group is not responsible for any product failure due to improper floor preparation and/or improper installation including the use of un-authorized adhesive.

Pre-existing adhesives, once scraped smooth, should be treated as follows:

Ecoflex NXT and Ecoflex Matrix:

No further treatment required unless old adhesive shows signs of plasticizer migration, in which case we recommend applying OptiSeal to the substrate.

Ecoflex Air:

No further treatment required

Ecoflex ICT:

OptiSeal must be applied to the substrate after proper removal of adhesive

FLOOR PRIMING

- Concrete: Prime if floor is extremely porous or has excessive dust. Note: Any existing sealer or primer must be tested for compatibility with Mohawk Group's adhesive. Terrazzo, Marble, Vinyl Tile (VAT or VCT), Linoleum and other smooth nonporous surfaces do not require priming. Damp mop only. If patching is required on these surfaces, prime the patched areas if required by patch manufacturer.
- Gypcrete or substrates with excessive dust must be cleaned and then primed with a product such as PrimeCoat to ensure proper bonding.
- Bond Test must be performed over concrete substrates with unidentified sealers or primers: Adhere a small area of 2 to 3 feet of carpet and allow it to dry completely. Let it set for 24 hours. If the adhesive is bonded tightly, proceed with installation.



- Wood substrates are required to be structurally sound, flat, dry and securely anchored with $\frac{3}{4}$ " minimum thickness. Substrates, such as plywood, OSB or other materials must be flooring grade (APA approved) and installed according to manufacturer specifications. Irregularities, imperfections and joints must be properly patched and prepared. Primer such as PrimeCoat is required over any wood substrate.

INSTALLATION

Required Equipment

The following items may be purchased from a local carpet workroom supplier:

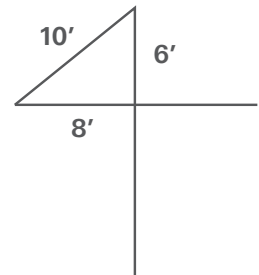
Razor Blades	Straight Edge
Mohawk Group EnPress Adhesive	Framing Square
Floor Scraper	Tape Measure
Razor Knives	Chalk Line
Scissors	Cement-based Patching Compound
75 lb. Roller or 100 lb. Roller	Heavy Duty Frame Paint Roller with $\frac{3}{8}$ " Nap Roller OR a $\frac{1}{16}$ " x $\frac{1}{32}$ " U-Notch Trowel

Product Inspection

Make sure to inspect Mohawk Group carpet tiles for dye lot, style, quality and shipping damage prior to installation. Do not install any product that has visible problems. No claims will be allowed for visible defects after the carpet has been cut and installed. For concerns, please contact Technical Services at 800.833.6954.

Site Layout

1. The starting point in a carpet tile installation must be as near to the center of the room as possible and must be positioned to utilize the largest perimeter cut module size.
2. Snap a chalk line parallel to one major wall bisecting, the starting point. It will be necessary to offset the center chalk line to assure perimeter modules will be at least half size.
3. A second chalk line must be snapped from the starting point at 90° to the first line. This can be accomplished using a 6-8-10 or larger triangle, depending on the room size. (See below). Meters or feet will be used to lay out the triangle in these proportions. A framing square can also be used.



Pallet and Box Sequencing

It is very important to install carpet tiles in the order they were manufactured. This is easily accomplished by selecting pallets in sequential order.

Adhesive Application

EnPress Adhesive Application

- EcoFlex ICT, NXT, Matrix and AIR require EnPress Adhesive.



- EcoFlex Air requires Enpress adhesive using a 1/16" x 1/32" x 1/32" U-Notch Trowel.
- The use of Mohawk Group branded adhesives is required to ensure optimum results and are the only approved adhesives that are authorized by the Mohawk Group. The Mohawk Group will not be responsible for damage caused by a failure to use our branded adhesives.
- The adhesive must be applied in a FULL SPREAD – NOT grid.
- Ensure the proper amount of adhesive is applied to the sub-floor. Prior to installation, mark off a small area of the sub-floor and determine the adhesive spread rate. This will allow you to determine the proper coverage level and amount of pressure to apply to the roller during installation.
 - When rolling the adhesive, the spread rate is 35-40 yards per gallon and 25-30 yards per gallon using a trowel.
- On smooth surfaces, be careful not to apply too little adhesive. Just because a surface is smooth and / or sealed, it still requires a proper coating of adhesive.
- Allow the adhesive to dry to a clear and tacky state. Tiles must be installed immediately after adhesive has dried. To determine if the adhesive is dry, press finger into adhesive. When dry, adhesive will not transfer to finger.

Set-up time is approximately 45 to 90 minutes depending on the climate and humidity.

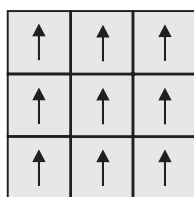
Tile Installation Methods

Before you begin the installation, consult product specifications to determine which installation formats are approved. Shown below are some common installation formats.

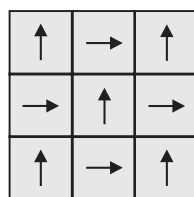
Ashlar Formats

In the Ashlar installation formats, each row of carpet tiles is shifted 8", either in a brick format or vertically (see diagrams below). This is a three-step process, i.e. each successive row of tiles must be offset one-third the length of the tile. It is not acceptable to shift the tiles only one-half the length of the tiles (two-step process). This installation method maintains the random appearance of the carpet tiles, eliminating line-on-line or dark-on-dark effects that can create a skewed look in the finished installation.

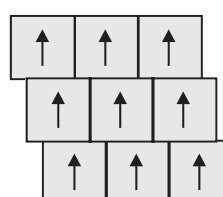
Please note: Carpet tile products installed in the Ashlar format will not have the same finished appearance as the same product in a broadloom (12' width).



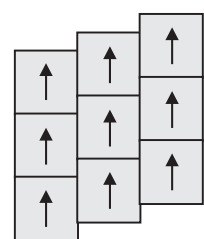
MONOLITHIC



QUARTER TURN



BRICK ASHLAR,
3-STEP 8" OFFSET

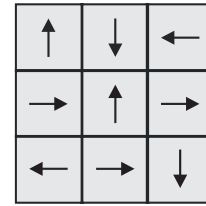


VERTICAL ASHLAR
3-STEP 8" OFFSET



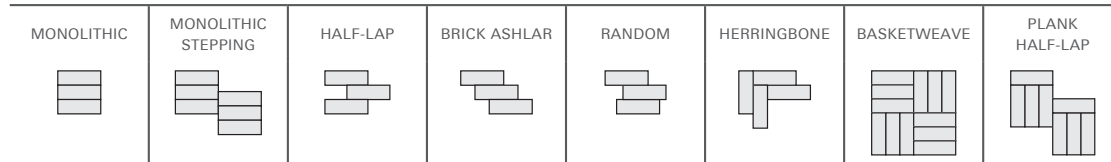
Multi-Directional Format (Follow No Order)

Tiles are to be placed without being concern for the arrow direction (random).
Mixing tiles from various boxes during installation will further blend color and design elements. This process is essential for achieving optimal aesthetics.

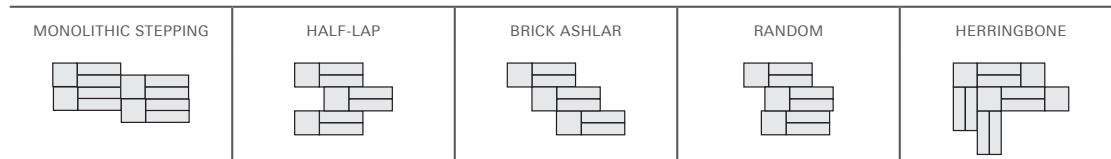


Plank Tile Installation Methods

12 x 36

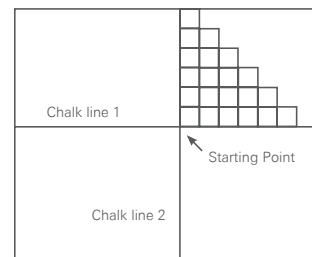


12 x 36 + 24 x 24



Fitting Of Tile

1. Start from the intersection point in the center of the floor. Install the tiles in one quadrant using the chalk lines as guidelines. Fill in the area between the two chalk lines using the stair step method.
2. Continue to install tiles in a stair step or pyramid pattern, starting at the center point. Check to ensure tiles are properly aligned at edges during the installation. (See figure to right).
3. Fit the tiles together by sliding them together, being careful not to trap face yarns between or under the edges of the tile. As the tile is placed into position, start with a lower corner and press the tile into place in an upward motion with the palm of the hand. The entire tile must be pressed with the installers' palm. Do not try to put both corners down at the same time. Do not jam or force the tiles too tightly.
4. Press or roll the tiles into the adhesive.



Important Tile Measurements

- When installing EcoFlex NXT, EcoFlex Matrix and EcoFlex AIR tiles, the 10-tile measurement must be between 240 3/16" to 240 7/16".
- When installing EcoFlex ICT tiles, the 10-tile measurement must be between 240" to 240 1/4".

Please note: Tiles that are trimmed against the walls, baseboards, columns, etc. must be cut flush, but not so tight that they are forced into position. Ensure that the adhesive spread is within 1/2" of walls and other obstructions

- All carpet tiles must be rolled with a 75 lb. or 100 lb. roller.
- A seam roller can be used to blend and enhance the seams. The loop pile modules will have some yarn blossoming at the edges. The face yarn or primary backing will require occasional trimming.



Cutting Border Tiles

- Cuts are made from the back. Install border tiles by placing the tile face down exactly on top of the last row of field tiles, keeping the arrows pointed in the same directions. This will be your cut tile. Using another tile, butt it against the wall, allowing it to lie on top of the tile that is to be cut. Using this tile as a reference tile, score a line on the back of the tile that is to be cut.
- Cut the tile along the reference line, being careful not to cut through the installed tile below. Install the cut tile with the cut edge along the wall.
- Use this same technique at doorways and around other objects that must be cut. The EcoFlex NXT and EcoFlex Matrix tile must have the backing cut slightly shorter by cutting the backing at a slight angle. A transition strip must be used to protect any exposed edges. Never use a cut edge as a seam.

Tiles can also be cut by measuring and cutting from the back with a straight edge and knife or by running them up the wall and cutting them with a knife or wall trimmer.

Never cut carpet over carpet, as this can result in over penetration of the blade and severed loops on the lower carpet.

POST-INSTALLATION CARE

Carpet should be protected from heavy traffic and construction dust with a non-staining, building material paper. Never use plastic sheeting as it will trap moisture and prevent proper curing of the adhesive. Plastic may also leave residues that can result in rapid soiling after removal. Plywood or Masonite boards should be used when moving heavy equipment.

STAIRS

Carpet tiles are NOT recommended for stairs.

CHAIR PADS

Chair pads are recommended for use under chairs with roller casters. Casters must be the flat round type with 5/8" to 1" width minimum. If chair pads are not used, the appearance of the carpet tile will decrease. Maintenance and / or shifting of the carpet tiles will be required more frequently when pads are not used.

REPLACEMENT TILES

Occasionally, it will be necessary to replace damaged or heavily soiled tiles. Tiles can be replaced with on-site inventory or from another area of the installation. A difference of appearance will be noticed when the tile is replaced. However, this difference usually diminishes in a short time.