



Solana Beach School District

Solana Beach School District – Landscape Maintenance and Land Management

Bid Number # 21-0415

Publication Date: August 9, 2021
Bid Due Date: August 20, 2021

DOCUMENT 00010

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DOCUMENT 00020: NOTICE TO CONTRACTORS CALLING FOR BIDS

NOTICE TO CONTRACTORS CALLING FOR BIDS

NOTICE IS HEREBY GIVEN that Solana Beach School District of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the Owner, will receive up to, but no later than 2:00 pm on the 20th day of August, 2021 separate sealed bids for the award of a contract for the below listed Project:

Solana Beach School District – Landscape Maintenance and Land Management

License Required: C-27 Landscape Contractor

Sealed bids shall be addressed to, and shall be received at the office of the Owner at:

Solana Beach School District Office
309 North Rios Avenue
Solana Beach, CA 92075

and shall be opened privately and will respond to bidders in 48 hours.

Each bid must conform and be responsive to the contract documents. Copies of the CONTRACT DOCUMENTS will be posted on or before August 9, 2021 on the District web page (www.sbsd.net).

MANDATORY PRE-BID "WALK" is scheduled for Tuesday, August 17, 2021 at 9:00 am at Solana Beach School District Office, 309 North Rios Avenue Solana Beach, CA 92075

The purpose of the walk-through is for bidders to have an opportunity to familiarize themselves with the existing conditions. No interpretations or clarifications of contract documents will be made at this time. The bid documents require all bidders familiarize themselves with the project requirements prior to bidding.

Each bid shall be accompanied by the security referred to in the contract documents, the non-collusion affidavit, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

In contracts involving an expenditure in excess of \$25,000.00, the successful bidder shall file a payment bond issued by an admitted Surety approved to conduct business in the State of California and approved by the Owner in the form set forth in the contract documents*.

The Owner reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the

* A payment bond must be filed for a contract involving expenditures in excess of \$25,000 (Civil Code section 3247(a) and may be required for contracts involving smaller expenditures at the option of the Owner.

contracts which will be awarded to the successful bidders. This information can be found on the Department of Industrial Relations website at www.dir.ca.gov. It shall be mandatory upon the Contractors to whom the contracts are awarded, and upon any subcontractor under them, to pay not less than the said specified rates to all workers employed by them in the execution of the contracts.

LABOR COMPLIANCE NOTICE: Solana Beach School District has initiated and will enforce a Labor Compliance Program ("LCP") pursuant to Labor Code section 1771.5(b).

Each Bidder and each of his Subcontractors shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the appropriate classification for the work to be performed. Failure to possess the specified license or licenses at the time of award of the bid shall render the bid non-responsive.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

No bidder shall withdraw his bid for a period of sixty (60) days after the date set for the opening of bids.

Dated this 20th of August 2021

Gaylin Allbaugh
Clerk of the Governing Board
Solana Beach School District
District of San Diego County, California

Publication: Union Tribune
Date: August 9, 2021

DOCUMENT 00100: INFORMATION FOR BIDDERS

1. Preparation of Bid Form

The District invites bids on the attached form to be submitted at such time and place as is stated in the Notice to Contractors Calling for Bids. All blanks in the bid form must be appropriately filled in. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the Project for which the bid is submitted. All prices must be stated in both words and figures where so indicated, and where there is a conflict in the words and figures, the words shall govern. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the bidder. It is the sole responsibility of the bidder to see that his bid is received in proper time. All bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

2. Bid Security

Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to the District; (c) a cashier's check made payable to the District; or (d) a satisfactory bid bond payable to the District executed by the bidder as principal and an admitted surety approved to conduct business in the State of California as surety, in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The California admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be a satisfactory corporate surety. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder in conformity with the Contract Documents and shall provide the surety bond or bonds as specified therein within five (5) consecutive calendar days after notification of the award of the Contract to the bidder (which date shall be the day following the Board of Education approval of the award).

In the event the bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds, as provided in Section 9 below, and return executed copies of the Contract within three (3) consecutive calendar days from the date of Award of Contract (which date shall be the day following the Board of Education approval of the award), the District may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to post the required bonds and execute such copies of the Contract, and may award the Contract to the next lowest responsible bidder, or may call for new bids.

3. Faxed and Electronic Mail Bids

All bids must be under sealed cover. The District will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission.

4. Signature

The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the bidder. All signatures are to be in ink. In the event that the 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 be the agent of the joint venture or partnership, who shall sign all necessary documents for the joint venture or partnership and who, should the joint venture or partnership be the successful bidder, shall act in all matters relative to the Contract resulting therefrom for the joint venture or partnership.

5. Modifications

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form that is not specifically called for in the Contract Documents may result in the 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 and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram

duly signed by the bidder was placed in the mail prior to the opening of bids. Bids may be rejected if they show any alteration in form, are incomplete, or contain irregularities of any kind.

6. Erasures/Mutilation of Bid Documents

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.

Bidders should not deface or mutilate the bid documents to the extent that they may not be usable for construction purposes.

7. Examination of Site and Contract Documents

At its own expense and prior to submitting its bid, each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that the bidder may fully understand the facilities, which include but are not limited to difficulties, and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. Each bidder shall also determine the local conditions which may, in any way affect the performance of the work, including the prevailing wages and other relevant cost factors; familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; make such surveys and investigations, including investigations of subsurface or latent physical conditions at the site or where work is to be performed. The failure or omission of any bidder to receive or examine any Contract Documents, form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation with respect to their bid or to the Contract. The submission of a bid shall be taken as incontrovertible evidence of compliance with this section.

8. Withdrawal of Bids/Bid Protests

Any bidder may withdraw his bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids. Any request to withdraw a bid shall be so worded so as not to reveal the amount of the original bid. Withdrawn bids may be resubmitted until the scheduled time for receipt of bids, so long as the resubmitted bids are in full conformance with the Contract Documents. After the scheduled closing time for receipt of bids, a bidder may not withdraw its bid until the expiration of sixty (60) calendar days, after which time a bid may be withdrawn only in writing and in advance of actual award of the Contract. Any bid protests must comply with, and be filed in accordance with, the District's Bid Protest procedures, on file at the District's Purchasing Department Office.

9. Contracts and Bonds

The Contract form which the successful bidder, as Contractor, will be required to execute, and the form of the Performance Bond equal to 100% of the successful bid, which the bidder will be required to furnish at the time of execution of the Contract, are included in the Contract Documents and should be carefully examined by the bidder. The required number of executed copies of the Contract and the Performance Bond is as specified in the Special Conditions. The Performance Bond must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to California Code of Civil Procedure Section 995.120. In addition, to the extent required by law, the Payment and Performance Bonds must be accompanied by a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California, a certificate from the Clerk of the County of San Diego that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, or if it has that it has been renewed, and four copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance of the State of California.

10. **Interpretation of Plans and Documents**
If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the drawings, specifications, or other Contract Documents, or finds discrepancies in, or omissions from the drawings and specifications, that person shall submit to the Owner a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum duly issued. Any addenda or bulletins issued by the Owner during the time of bidding or forming a part of the documents furnished to bidders for bid preparation shall be covered in the bid and made part of the Contract Documents. In the event that an addendum or bulletin, setting forth material changes, additions or deletions is issued when there is 72 hours or less to the bid deadline, the District will extend the bidding deadline by at least 72 hours. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder is authorized to rely on any such unauthorized oral interpretation.
11. **Bidders Interested in More Than One Bid**
No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal.
12. **Non-Collusion Affidavit**
Bidders on all public works contracts are required to submit an affidavit of Non-Collusion with their bid. This form is included with the bid package and must be signed under the penalty of perjury and dated.
13. **Reservation**
The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding.
14. **Award of Contract**
The award of the Contract, if made by the District, will be to the lowest responsible bidder therefore whose bid complies with all of the prescribed requirements. If alternate bids are called for, the Contract may be awarded at the election of the governing board to the lowest responsible bidder on the base bid, or on the base bid and any alternate or combination of alternates, as specifically established in the Notice to Contractors Calling for Bids.
15. **Evidence of Responsibility**
If bidders were not required to pre-qualify prior to being allowed to bid on the Project, the following information will be required to accompany bids submitted to the District:

Each bid shall be supported by a statement of the bidder's experience as of recent date on the form entitled "INFORMATION REQUIRED OF BIDDER," bound herein. District may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the District. In this regard, the District may conduct such investigations as the District deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work in accordance with the Contract Documents to the District's satisfaction within the prescribed time; the District reserves the

right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the District.

16. Listing Subcontractors

Each bidder shall set forth on the form provided herein, and submit with its sealed bid at the time bids are due the name and address of the place of business of each subcontractor who will perform work, labor, furnish materials, or render service to the bidder on said Contract in excess of one-half (1/2) of one percent (1%) of the total bid. Bidders are required to submit the phone number, license number, license expiration date, and DIR number of each subcontractor listed in its bid within twenty-four (24) hours of bid opening. No time extension will be allowed for submission of additional information required by this section.

17. Workers' Compensation

In accordance with the provisions of section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with the District the following certificate prior to performing the work under this Contract:

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

The form of such certificate, Contractors Certificate Regarding Workers Compensation, is included as part of the Contract Documents.

18. Substitution of Security

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. The District will retain ten percent (10%) of each progress payment as security for completion of the work. At the request and expense of the successful bidder, the District will substitute securities for the amount so retained in accordance with Public Contract Code section 22300 and the Contract Documents.

19. Prevailing Wage

The Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. Bidders are advised that a copy of these rates must be posted at each job site.

Pursuant to Labor Code section 1771.7, the District has implemented and shall enforce a Labor Compliance Program (LCP) for this Project. The successful bidder shall be required to comply with all the requirements of applicable provisions of the California Labor Code. The bidders shall include all costs of compliance with specified requirements in the contract amount.

The successful bidders shall be responsible for complying with the provisions of the District's LCP, including the standard provisions requiring payment of prevailing wages, maintenance and submission of certified payroll at close of project. The successful bidders shall work with the District's staff and consultants to ensure the full compliance with applicable labor law.

20. Debarment of Contractors and Subcontractors

In accordance with the provisions of the California Labor Code, Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public

money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contract on the Project shall be returned to the District. The successful bidder, as Contractor, shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

21. Contractor's License

To perform the work required for this Project, bidders must possess the appropriate Contractor's License for the portion of the work bid upon, and bidders must maintain the license throughout the duration of the Contract. If, at the time the bids are opened, bidder is not licensed to perform the Project in accordance with division 3, chapter 9 of the Business and Professions Code of the State of California and the Notice to Contractors Calling for Bids, the bid will not be considered.

Provided, however, that in all contracts where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of California. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the District that the records of the Contractor's State License Board indicate that the Contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security by the bidder.

22. Bid Deposit Return

The District will return the security accompanying the bids of all unsuccessful bidders no later than thirty (30) calendar days after award of the Contract.

23. Insurance

Prior to commencement of the work, the successful bidder shall purchase and maintain insurance as set forth in the General Conditions, in the amounts specified in the Special Conditions to these Contract Documents, and in a form acceptable to the District, from a company or companies lawfully authorized to do business in California as admitted carriers having an "A" policy holders rating and a financial size rating of at least Class VIII in accordance with the most current Best's Key Rating Guide, Property-Casualty. Such insurance shall be adequate to protect themselves from claims under Workers' Compensation Acts, and from claims from damages for personal injury, including death, and damage to property, which may arise from operations under the Contract and from the ownership, maintenance or uses of motor vehicles, or claims involving blanket contractual liability applicable to the successful bidder's obligations under the Contract Documents, and completed operations, independent contractors, and Broad Form Property damage, without exclusion for collapse, explosion, demolition, underground coverage, and excavating. The successful bidder shall be required to file with the District certificates of such insurance, and shall name, by way of endorsement on any policy of insurance, the District as additional insured. Failure to furnish such evidence of insurance may be considered default by the successful bidder.

District reserves the right pursuant to Government Code Section 4420.5 to use an owner controlled insurance program.

24. Request for Substitutions

- a. For purposes of this provision the term "substitution" shall mean the substitution of any material, process or article that is substantially equal or better in every respect to that so indicated or specified in the specifications.

- b. Whenever in specifications any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by words "or equal." Bidders may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. If any material, process or article offered for substitution by bidders is not, in the opinion of the Owner, substantially equal or better in every respect to that specified, bidders shall furnish the material, process or article specified. The burden of proof as to the equality of any material, process or article shall rest with the bidders. In addition, pursuant to the provisions of Public Contract Code section 3400 (b), the District has made findings that some particular materials, products, things or services, that are designated by specific brand or trade name are required in order to match other products in use. Such Materials, products, things or services are listed in the Special Conditions.
- c. Bidders shall submit requests together with substantiating data for substitution of any "or equal" material, process or article no later than ten (10) calendar days prior to the bid opening. Provisions authorizing submission of "or equal" substitution justification data shall not in any way authorize an extension of time for performance of this Contract. Furthermore, if a proposed "or equal" substitution request is rejected, a bidder shall be responsible for including the specified material, process or article in its bid. The District shall not be responsible for any costs of bidders associated with "or equal" substitution requests. The District has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted.
- d. For purposes of subdivision (c) above, data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from the bidder stating that the substituted "or equal" material, process or article is equivalent to that specified in the specification in every way except as listed on the affidavit. Substantiating data shall also include any and all illustrations, specifications, and other relevant data including catalogue information which describes the requested substituted "or equal" material, process or article and substantiates that it is an "or equal" to the material process or article specified. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution of the "or equal" material, process or article will reduce or increase the Contract Price. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the needed substantiating data, including the signed affidavit, to the Owner in a timely fashion so that the substitution can be adequately reviewed may result in the rejection of the proposed substitution. The Owner is not obligated to review multiple substitution submittals for the same product or item due to the bidder's failure to submit a complete package initially.
- e. Time limitations in this Article must be complied with strictly and in no case will an extension of time for completion be granted because of bidder's failure to request the substitution of an alternative item at the times and manner set forth herein in subdivision (c). Further, the bidder shall bear the costs of all engineering work associated with the review of submittals for substitution of equals.
- f. In event Contractor furnishes material, process, or article more expensive than that specified, the difference in cost of such material, process, or article so furnished shall be borne by Contractor.

25. Anti-Discrimination

It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employees engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The successful bidder agrees to comply with applicable Federal and California laws including, but not limited to,

the California Fair Employment Practice Act, beginning with process or article. Failure to submit all the needed substantiating data, including the signed affidavit, to the Owner in a timely fashion so that the substitution can be adequately reviewed may result in the rejection of the proposed substitution. The Owner is not obligated to review multiple substitution submittals for the same product or item due to the bidder's failure to submit a complete package initially.

- e. Time limitations in this Article must be complied with strictly and in no case will an extension of time for completion be granted because of bidder's failure to request the substitution of an alternative item at the times and manner set forth herein in subdivision (c). Further, the bidder shall bear the costs of all engineering work associated with the review of submittals for substitution of equals.
- f. In event Contractor furnishes material, process, or article more expensive than that specified, the difference in cost of such material, process, or article so furnished shall be borne by Contractor.

25. Anti-Discrimination

It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employees engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The successful bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code 12900, and Labor Code 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the work by him.

26. Mandatory Pre-Bid Meeting

Mandatory pre-bid meeting has been scheduled for:

Wednesday, April 28, 2021 at 10:00 a.m. to review the project scope, bid requirements, and the project's existing conditions. The pre-bid meetings are held at Solana Beach School District Office 309 North Rios Avenue Solana Beach, CA 92075

Failure to attend or participate in the entire pre-bid walk will result in a bidder's bid to be non-responsive.

27. No Telephone Availability

Bidders are advised that on bid date telephones WILL NOT be available at the District Administrative Offices for use by bidders or their representatives.

28. Required Certifications

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

29. **Ethics in Bidding**
The District expects the bidders to maintain high ethical standards in engaging in the competitive bidding process. The bid amount of one bidder should not be divulged to another before the award of the subcontract or order, nor should it be used by bidders to secure a lower proposal from another bidder on that project (bid shopping). Subcontractors or Suppliers should not request information for the bidder regarding any sub-bid in order to submit a lower proposal on that project (bid peddling). The District will consider any bidder found to be engaging in such practices to be a non-responsible bidder and may reject its bid on that ground.
30. **Public Works Contractor Registration Program**
- a. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
 - b. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
 - c. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
31. **Contract Procedures**
- a. The Contract Documents contemplate the following procedures upon receipt of bid and the District obtaining an appropriation from the State Allocation Board (SAB) (when required):
 - 1) The District will give the successful bidder a notice of award of Contract. The District will be bound to enter into the Contract if the SAB apportions funds for the Project, provided that the Project is not placed on the SAB "unfunded list," and the successful bidder does all acts described in subparagraph (2) below.
 - 2) Following the giving of the notice of award of Contract, the successful bidder shall post the Performance Bond, provide certificates of insurance, and other certificates, and return executed copies of bonds and Contracts.

END OF DOCUMENT

DOCUMENT 00200: CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

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

- (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, 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 employees

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

Contractor

By _____
Signature

Title _____

(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 this Contract.)

DOCUMENT 00300: BID FORM

Company

TO: Solana Beach School District, acting by and through its Board of Education, herein called the "District":

1. Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having thoroughly examined and familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other Contract Documents, hereby proposes and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all of the work required in connection with the Project described below:

Solana Beach School District – Landscape Maintenance and Land Management

BID NUMBER: 21-0415

All in strict conformity with the drawings and specifications and other Contract Documents, including addenda nos. _____, _____, _____, and _____, on file at the office of the said District, for the total Base Bid sum of (in words) _____ (\$ _____) Dollars (\$ _____). Said sum includes all applicable taxes and costs.

Unit Prices in Accordance with Specification Section 01 2200

The Unit Prices listed shall be in effect from the Contract Date through June 30, 2025

Item No	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
01					
02					
03					
04					
05					
06					
07					

08					
09					
10					
11					
12					
13					
14					
15					
16					
17					
Total of all Unit Bid Prices					

Bidder acknowledges that Unit Price quantities indicated are for bidding and contract purposes only. Quantities and measurements of actual work will determine the payment amount.

Note: For evaluation purposes, the low bid will be determined by the sum of the Base Bid plus all Unit Prices.

RENEWAL CLAUSE:

If mutually agreeable, the District reserves the right to consider the extension of this Contract for up to (4) additional one year periods. Time of such extension is to begin the day after the end of the initial terms of this Contract. Factors that would influence the District in exercising this option would be satisfactory service being rendered by the Contractor and any increase in price caused by such extension to be nominal amount and not excessive as measured by local market conditions. In award of this Bid renewal, the District will consider the amount of the price increase, if exercised, shall be fully justified by the Contractor.

Bidder to indicate in space provided below if it would accept the option to renew for the following periods:

FIRST OPTION: Yes: _____ No: _____

July 1st, 2022 through June 30, 2023.

Bidder to indicate in space provided below the maximum percent that any price would increase if the Contract were to be extended: _____% increase for this period.

SECOND OPTION: Yes: _____ No: _____

July 1st, 2023 through June 30, 2024.

Bidder to indicate in space provided the maximum percent that any price would increase if the Contract were to be extended: _____% increase for this period.

THIRD OPTION: Yes: _____ No: _____

July 1st, 2024 through June 30, 2025.

Bidder to indicate in space provided the maximum percent that any price would increase if the Contract

were to be extended: _____% increase for this period.

FOURTH OPTION: Yes: _____ No: _____
July 1st, 2025 through June 30, 2026.

Bidder to indicate in space provided the maximum percent that any price would increase if the Contract were to be extended: _____% increase for this period.

2. It is understood that the 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 to Contractors Calling for Bids.
 3. Attached is the required bid security in the amount of not less than 10% of the Bid: \$_____. Bid bond, certified check, cashier's check or cash (circle one).
 4. Non-collusion affidavit is attached hereto.
 5. The required list of proposed subcontractors is attached hereto.
 6. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted. The undersigned will submit the executed Contract, Performance Bond and Payment Bond for Public Works, and Insurance Certificates as specified, all within ten (10) consecutive calendar days after Award of Contract (which date shall be the day following the Board of Education approval of the award). The work under the Contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's Notice to the Contractor to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. The Contractor shall not start work on the Project until all paperwork required herein is timely and correctly submitted to the District. No time extensions shall be granted to Contractor for Contractor's failure to comply with these provisions.
 7. Notice of acceptance or requests for additional information should be addressed to the undersigned at the address stated below:

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

- (IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners comprising the firm; if bidder or other interested person is an individual, state first and last names in full.)
9. Bidder certifies that he is licensed in accordance with the law providing for the registration of Contractors, License No., Expiration Date, and class of license. If the bidder is a joint venture, each member of the joint venture must include the above information.
 10. Pursuant to Section 7103.5 of the Public Contract Code submitting a bid to the District, the bidder

offers and agrees that if the bid is accepted, it will assign to District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act Chapter 2 (commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

Proper Name of Bidder

Address

Signature of Bidder

Date

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

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

Proper Name of Bidder _____

By _____

Signature of Bidder _____

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

Business Address: _____

Place of Residence: _____

Telephone: (_____) _____

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

- Contractor's Certification Regarding Workers' Compensation
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Asbestos-Free Materials Certification
- Non-Collusion Affidavit

END OF DOCUMENT

DOCUMENT 00410: BID BOND

KNOW ALL MEN BY THESE PRESENTS: THAT we, _____
as Principal, and _____, as Surety, are held and firmly bound unto the
Solana Beach School District, hereinafter called the District, in the penal sum of _____ PERCENT
(___%) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said DISTRICT for the work
described below for the payment of which sum in lawful money of the United States, well and truly to be
made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the
accompanying bid dated _____, 2021, for _____.

NOW, THEREFORE. If the Principal shall not withdraw said bid within the period specified therein after
the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and, if
the Principal be awarded the contract, and shall within the period specified therefore, or if no period be
specified, within ten (10) consecutive calendar days after the Award of Contract (which date shall be the
day following the Board of Education approval of the award) complete the prescribed forms are presented
to him for signature enter into a written contract with the District in accordance with the bid as accepted
and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance
and proper fulfillment of such contract and for the payment for labor and materials used for the
performance of the contract, or in the event of the withdrawal of said bid within the period specified or
the failure to enter into such contract and give such bonds within the time specified. If the Principal shall
pay the District the difference between the amount specified in said bid and the amount for which the
District may procure the required work and/or supplies, if the latter amount be in excess of the former,
together with all costs incurred by the District in again calling for bids, then the above obligation shall be
void and of no effect, otherwise to remain in full force and virtue.

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals
this ___ day of 2020, the name and corporate seal of each corporate party being hereto affixed and these
presents duly assigned by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal
By _____
Title _____

(Corporate Seal)

Surety
By _____

(Attach Attorney-in-Fact Certificate)

Attorney-in-Fact
Title _____

DOCUMENT 00430: DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (chapter 4 (commencing at section 4100), part 1, division 2 of the Public Contract Code of the State of California) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this Contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid or ten thousand dollars(\$10,000), whichever is greater. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. Bidders are required to submit the phone number, license number, license expiration date, and DIR number of each subcontractor listed in its bid with in twenty-four (24) hours of bid opening. No time extension will be allowed for submission of information required by this document.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, or ten thousand dollars(\$10,000), whichever is greater, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

Portion of Work	Subcontractor	Location of Business	Phone Number	License No. and Exp. Date	DIR #

Portion of Work	Subcontractor	Location of Business	Phone Number	License No. and Exp. Date	DIR #

Proper Name of Bidder

Address

By (Print Name)

Title

Phone

Date

ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the Solana Beach School District – Landscape Maintenance and Land Management

(hereinafter referred to as the "Project"), and submitted it to the Solana Beach School District (hereinafter referred to as the "District") on behalf of _____(hereinafter referred to as the "Contractor").

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

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

All work or materials installed by the Contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District.

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

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

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

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

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

Executed on this ____ day of, 20__ at _____.

Name of Contractor (Print or Type)

By _____

Signature of Contractor

Print Name

Print Title

Subscribed and sworn before me this _____ day of _____, 20 __

_____ Notary Public in and for said County and State

My Commission Expires: _____

DOCUMENT 00480: NON-COLLUSION AFFIDAVIT
(To be executed by Bidder and submitted with bid)

State of California)
) ss.
County of _____)

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

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

Executed this _____ day of _____, 20__, at _____ California.

Signature of Bidder _____

Print Name and Title _____

Subscribed and sworn to before me this ___ day of _____, 20__.

Notary Public In and for said County and State

INFORMATION REQUIRED OF BIDDERS

SOLANA BEACH SCHOOL DISTRICT
309 North Rios
Solana Beach, California 92075

BIDDER INFORMATION

- a. The District expressly reserves the right to reject the bid of any bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the bidder is "non-responsible" and poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner.
- b. In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory State Boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the contractor has previously performed work, reference checks and examination of all public records.
- c. The bidder must provide the following information:

1) Firm Name and Address:

2) Telephone: _____ Fax: _____

E-Mail Address: _____

3) Type of Firm: Individual _____
(check one) Partnership _____
Corporation _____

4) Contractor's License: Primary Class _____
License No. _____
License Expiration Date: _____
DIR No. _____

5) Names and titles of all officers of the firm:

6) Number of years as a contractor in construction of this type: _____

d. The bidder must also demonstrate knowledge of school construction techniques and should possess a working ability to perform similarly-sized construction work for a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers, address, points of contract and scope of work of at least five (5) customers served within the past three (3) years with requirements similar to the needs of the Solana Beach School District.

1) FAILURE TO FURNISH THE REFERENCES (IN THE COMPLETE FORMAT REQUIRED) MAY CAUSE YOUR BID TO BE REJECTED AS NON-RESPONSIVE.

EXAMPLE: Your references should be listed in the following format (facts are example only)

- (a) Work for X Y Z Unified School District
- (b) Phone # (222) 123-4567
- (c) 999 Holly Drive, L.A., CA 92000
- (d) Contact: J.Q. Jones III at above #
- (e) Renovated Hills High in 1990 for \$1.3 Million.

Bidder's Name:

1. Reference #1

District or Entity: _____

Phone #: _____

Address: _____

Name of Contact: _____

Scope of Work & \$ Amount: _____

Reference #2

District or Entity: _____

Phone #: _____

Address: _____

Name of Contact: _____

Scope of Work & \$ Amount: _____

Reference #3

District or Entity: _____

Phone #: _____

Address: _____

Name of Contact: _____

Scope of Work & \$ Amount: _____

DOCUMENT 00500: CONTRACT

THIS CONTRACT, made this day of _____ in the County of San Diego, State of California, by and between the Solana Beach School District, hereinafter called the District, and _____, hereinafter called the Contractor, WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the Contract as herein defined, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete in a worker-like manner all of the work required in connection with the following titled Project and in strict compliance with the Contract Documents as specified in Article 5 below:

Solana Beach School District – Landscape Maintenance and Land Management

The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Owner or representative, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within five (5) days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2- TIME FOR COMPLETION. The work shall be commenced on the date stated in the District's Notice to Proceed, as provided in Section A of the Special Conditions. The work shall be completed within the number of calendar days from specified in the Special Conditions, and in accordance with the target milestones and work element durations shown in the Master Construction Project Schedule, included in the Special Conditions. The calendar days specified herein includes calendar days for anticipated inclement weather, taking into consideration the seasonal weather for the time when construction will be undertaken.

In entering into this Contract, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the Project.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including any applicable sales, use or other taxes or costs, the sum of _____ Dollars (\$ _____), said sum being the total amount stipulated in the bid. Payment shall be made as set forth in the General Conditions.

ARTICLE 4 - LIQUIDATED DAMAGES. It is agreed that the Contractor will pay the District the sum of five-hundred dollars (\$500) per calendar day for each and every day of delay beyond the time prescribed in the Contract Documents 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 provisions of the Contract Documents.

ARTICLE 5 - COMPONENT PARTS OF THE CONTRACT. The agreement entered into by this Contract consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice to Contractors Calling for Bid
Information for Bidders
Contractor's Certificate Regarding Workers' Compensation
Bid Form, as accepted
Bid Bond
Designation of Subcontractors
Information Required of Bidders
Asbestos-Free Material Certification
Non-collusion Affidavit
Contract
Performance Bond
Payment Bond for Public Works
Recycled Content Certification
Contractor & Subcontractor Fingerprinting Requirements
Drug-Free Workplace Certifications
General, Special, and Supplementary Conditions
Insurance Policies/OCIP
All Contractor Certifications
Addenda Nos. _____, _____, and _____, as issued
Drawings, Plans, and Specifications

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

ARTICLE 6 - PROVISIONS REQUIRED BY LAW. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - SUBSTITUTION OF SECURITIES. It is understood that at the request and expense of the Contractor, the District will pay the amounts retained pursuant to these Contract Documents as security for the completion of the work in compliance with the requirements of Public Contract Code Section 22300.

ARTICLE 8 - LABOR CODE PROVISIONS. Contractor shall comply with the prevailing wage provisions of the California Labor Code and the prevailing wage rate determinations of the Department of Industrial Relations. These rates are on file at the District's Purchasing Department Office located at District, 309 N. Rios Avenue, Solana Beach, California, 92075. Copies may be obtained on request. A copy of these rates shall be posted at the job site. It shall be mandatory upon the Contractor and all subcontractors to comply with all Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor, and debarment of Contractors and subcontractors.

Pursuant to Labor Code section 1771.7, the District has implemented and shall enforce a Labor Compliance Program (LCP) for this Project. The Contractor shall be required to comply with all the requirements of the District's LCP and applicable provisions of the California Labor Code. In bidding on this Project, it shall be the

Contractor's responsibility to evaluate the cost of complying with the District's LCP. The Contractor shall include all costs of compliance with specified requirements in the contract amount.

Contractor shall be responsible for complying with the provisions of the District's LCP, including the standard provisions requiring payment of prevailing wages, more further explained below, maintenance and submission of certified weekly payrolls, and hiring of apprenticeship as appropriate. Contractor shall be required to attend, and invite subcontractors to attend, a pre-construction meeting at which a representative of the District shall discuss labor law requirements. Contractor shall work with the District's staff and consultants to ensure the full compliance with the District's LCP and applicable labor law.

ARTICLE 9 – RECORD AUDIT. In accordance with Government Code, Section 8546.7, records of both the District and the Contractor shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

ARTICLE 10 – INDEMNIFICATION. The District, the District's Representative, and their Board members, directors, officers, employees, agents and authorized volunteers shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the Work, or for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the Work. The Contractor shall be responsible for any damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the work. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever arising out of or in connection with the performance of the Work; provided, however, that the Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of the District, its Board members, directors, officers, employees, agents and authorized volunteers who are directly responsible to the District.

- a. Contractor shall indemnify the District, the District's Representative, and their Board members, directors, officers, employees, agents and authorized volunteers against and will hold and save them and each of them harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm entity, corporation, political subdivision or other organization arising out of or in connection with the Work, operation or activities of Contractor, its agents, employees, subcontractors or invitees, provided for herein, whether or not there is concurrent passive or active negligence on the part of the District, the District's Representative, or their Board members, directors, officers, employees, agents and authorized volunteers, but excluding such actions, claims, damages to persons or property penalties, obligations or liabilities arising from the sole established negligence, willful misconduct or active negligence of the District, the District's Representative, or those who are directly responsible to them; and in connection therewith:
 - 1) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection therewith.
 - 2) Contractor will promptly pay any judgment rendered against Contractor, the District, the District's Representative, and their Board members, directors, officers, employees, agents and authorized volunteers covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder and Contractor agrees to save and hold the District, the District's Representative, and their Board members, directors, officers, employees, agents and authorized volunteers harmless therefrom.
 - 3) In the event the District, the District's Representative, and their Board members, directors, officers, employees, agents and authorized volunteers are made a party to any action or proceeding filed

or prosecuted against Contractor for such damages or other claims arising out of or in connection with the Work, or operation or activities of Contractor hereunder, Contractor agrees to pay to the District, the District's Representative, and their Board members, directors, officers, employees, agents and authorized volunteers any and all costs and expenses incurred by the District, the District's Representative, and their Board members, directors, officers, employees, agents and authorized volunteers in such action or proceeding together with reasonable attorney's fees.

- 4) The District may retain, to the extent it deems necessary, the money due to the Contractor under and by virtue of the Contract Documents until disposition has been made of such actions or claims for damages as specified hereinabove.

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

CONTRACTOR:

DISTRICT:

Contractor Name

Solana Beach School District

License No. _____

By Lisa Davis _____

By _____
Signature of Authorized Agent

Its Assistant Superintendent, Business Services

Its _____
Name of Above Agent Types or Printed

(Corporate Seal)

DOCUMENT 00600: PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Solana Beach School District (hereinafter designated as "Public Entity"), by action taken or a resolution passed, _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for work described as follows:

Solana Beach School District – Landscape Maintenance and Land Management

(the "Project"); and WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of thereof;

NOW THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto the Public Entity in the penal sum of _____ Dollars (\$_____) which is one hundred percent (100%) of the total contract amount for the above stated Project. Lawful money of the United States of America, to be paid to the District for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform, the covenants, conditions, and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Districts, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise, It shall be and remain in full force and virtue. 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, or the specifications accompanying the same, shall in anywise affect its obligation on this bond, it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract, or to the work, or to the specifications. In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

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

(Corporate Seal of Principal,
if corporation)

Principal (Property Name of Contractor)

By _____

(Signature of Contractor)

(Seal of Surety)

Surety

By _____

Attorney in Fact

(Attached Attorney-In-Fact
Certificate and Required Acknowledgements)

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

RECYCLED CONTENT CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the

Solana Beach School District – Landscape Maintenance and Land Management

(hereinafter referred to as the "Project"), and submitted it to the Solana Beach School District (hereinafter referred to as the "District") on behalf of _____ hereinafter referred to as the "Contractor").

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

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

_____ % Postconsumer Material _____ % Secondary Material

Executed on this ____ day of _____, 20__ at _____.

Name of Contractor (Print or Type)

By

Signature

Print Name

Title

Subscribed and sworn before me
this _____ day of _____, 20 _____

Notary Public in and for
the State of California

My Commission Expires: _____

CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

CONTRACTOR CERTIFICATION

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

Contractor's Representative

Date

CONTRACTOR EXEMPTION

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

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

_____.

School District Official

Date

CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

SUBCONTRACTOR'S CERTIFICATION

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

Subcontractor's Representative

Date

SUBCONTRACTOR'S EXEMPTION

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

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

_____.

School District Official

Date

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

- A. Publishing a statement notifying employees concerning the prohibition of controlled substance at my 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 agree to abide by the terms of that statement.

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

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

Executed on this _____ day of _____, 20____ at _____.

Name of Contractor (Print or Type)

By _____
Signature

Print Name

Title

Subscribed and sworn before me
this ____ day of _____, 20____

Notary Public in and for
the State of California
My Commission Expires: _____

DOCUMENT 00700: GENERAL CONDITIONS

Article 1. DEFINITIONS

- a. Acceptable, Acceptance or words of similar import are used, it shall be understood that the acceptance of the District is intended.
- b. Approval means written authorization by District for specific applications within the Contract.
- c. Contract, Contract Documents include all Contract Documents including: Notice to Contractors Calling for Bids, Information for Bidders/Pre-Qualification Documents, Bid Form, Designation of Subcontractors, Certificate Regarding Workers' Compensation, Non-Collusive Bidding Declaration, Designation of DVBE Subcontractors, Drug-Free Workplace Certification, Recycled Content Certification, Asbestos-Free Materials Certification, Contractor Fingerprinting Requirements, Information Required of Bidders, Performance Bond, Payment Bond, Insurance Policies/OCIP Documents, General Conditions, Special Conditions, Supplementary General Conditions, if any, Drawings, Plans, Specifications, the Contract, and all modifications, addenda, and amendments.
- d. Day as used herein shall mean calendar day unless otherwise specifically designated.
- e. District and Contractor are those mentioned as such in the Contract. For convenience and brevity, these terms, as well as terms identifying other persons involved in the Contract are treated throughout the Contract Documents as if they are of singular number and masculine gender. The terms District and Owner are used interchangeably. The terms Contractor, Trade Contractor and Prime Contractor are all references to the other. These terms are used interchangeably in the course of the Contract Documents.
- f. District's Representative or Representative means any representative of the District authorized in writing to act on behalf of the District.
- g. Equal, Equivalent, Satisfactory, Directed, Designated, Selected, As Required and words of similar meaning are used, the written approval, selection, satisfaction, direction, or similar action of the District is required.
- h. Includes and Including do not limit the work to the items following those words.
- i. Indicated, Shown, Detailed, Noted, Scheduled or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the District is intended, unless stated otherwise.
- j. Locality in which the work is performed means the county in which the public work is done.
- k. Perform shall be understood to mean that the Contractor, at Contractor's expense, shall perform all operations necessary to complete the work, including furnishing of necessary labor, tools, and equipment, and further including the furnishing and installing of materials that are indicated, specified,

or required to complete such performance.

- l. Project is the undertaking planned by District and Contractor as provided in the Contract Documents.
- m. Provide shall include "provide complete in place," that is, "furnish, install, test and make ready for use."
- n. Required and words of similar meaning are used, it shall mean "as required to properly complete the work" as required by the District, unless stated otherwise.
- o. Subcontractor as used herein, includes those having a direct contract with Contractor and one who furnishes material worked to a special design according to plans, drawings, and specifications of this work, but does not include one who merely furnishes material not so worked.
- p. Surety is the person, firm, or corporation, admitted as a California admitted surety, that executes as surety the Contractor's Performance Bond and Payment Bond for Public Works. Surety must be an admitted surety insurer pursuant to Code of Civil Procedure section 995.120.
- q. The Work means the entire improvement proposed by the District to be constructed in whole, or in part, pursuant to the Contract Documents.
- r. Work means labor, equipment and materials incorporated in, or to be incorporated in the construction covered by the Contract Documents.
- s. Worker includes laborer, worker, or mechanic, and any supervisors thereto.

Article 2. DRAWINGS AND SPECIFICATIONS

- a. Contract Documents. Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intention of documents is to provide the District with complete and fully operational facilities as indicated and specified including all labor and materials, equipment, and transportation necessary for the proper execution of the work. Materials or work described in words, which as applied, have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.
- b. Interpretations. Drawings and specifications are intended to be fully cooperative and to agree. However, if Contractor observes that drawings and specifications are in conflict, the Contractor shall promptly notify the Owner in writing and any necessary changes shall be adjusted as provided in contract for changes in work. If such conflict arises, the following order of precedence shall generally apply, provided, however, that the order of precedence shall not be so rigidly interpreted as to affect an absurd or costly result:
 - 1) Special Conditions shall take precedence over General Conditions.
 - 2) Technical Specifications implement, in additional detail, the requirements of the General Conditions. In the event of conflict between the Technical Specifications and the General

Conditions, the General Conditions shall take precedence.

- 3) In the event of a conflict between the Technical Specifications and the drawings, the higher quality, higher quantity and the most stringent requirements shall be deemed to apply and shall govern as to materials, workmanship, and installation procedures.
 - 4) With regard to drawings:
 - (a) Figures govern over scaled dimensions;
 - (b) Larger scale drawings and details govern over smaller scale drawings;
 - (c) Addenda/change order drawings govern over contract drawings;
 - (d) Contract drawings govern over standard drawings.
 - (e) Contractor shall field verify and be responsible for all material counts and take offs.
 - 5) Work not particularly shown or specified shall be the same as similar parts that are shown or specified.
- c. Misunderstanding of drawings and specifications shall be clarified by the Owner/Owner's Rep, whose decisions shall be final, and which shall be communicated to the Contractor by the Owner.
 - d. Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified.
 - e. Compliance with Applicable Laws. Drawings and specifications are intended to comply with all laws, ordinances, rules and regulations of authorities having jurisdiction, and where referred to in the Contract Documents, said laws, ordinances, rules and regulations shall be considered as part of said Contract Documents within the limits specified. The Contractor shall bear all expenses correcting work done contrary to said laws, ordinances, rules and regulations and if the Contractor (1) performed same without first consulting the Owner for securing the Owner's instructions regarding said work or (2) disregarded the Owner's instructions regarding said work.
 - f. Provisions of Law Deemed Inserted. Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake, omission or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall be amended in writing to make such insertion or correction.
 - g. Addenda and Deferred Approvals. Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda only to the extent specified.
 - h. Organization of Work. Organization of the specification into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing the work among subcontractors

or in establishing the extent of work to be performed by any trade.

Article 3. COPIES FURNISHED

Contractor will be furnished, free of charge, the number of copies of drawings and specifications as set forth in the Special Conditions. Additional copies may be obtained at cost of reproduction.

Article 4. OWNERSHIP OF DRAWING

All drawings, specifications, and copies thereof furnished by the District are District property. They are not to be used by Contractor or Subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one signed Contract set, all documents shall be returned to the District on request at completion of work.

Article 5. DETAIL DRAWINGS AND INSTRUCTIONS

- a. Examination of Drawings and Specifications. Before commencing any portion of the Work, Contractor shall carefully examine all Drawings and Specifications and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify District of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in the Drawings and Specifications in the manner provided herein. If the Contractor or its Subcontractors, material or equipment suppliers, or any of their officers, agents and employees performs, permits, or causes the performance of any Work under the Contract Documents which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof without increase or adjustment to the Contract Price, as set forth in Article 3 of the Contract, or the time for performance. If Contractor performs, permits, or causes the performance of any Work under the Contract Documents prepared by or on behalf of Contractor which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction, without increase to or adjustment in the Contract Price or the time for performance. In no case shall any Subcontractor proceed with the Work if uncertain without the Contractor's written direction and/or approval.

Additional Instructions. Within ten (10) calendar days of notification of any ambiguity, conflict or lack of information, the District will provide prepared additional instructions, by means of drawings or other written direction, necessary for proper execution of work. All such drawings and instruments shall be consistent with the Contract Documents, true developments thereof, and reasonable inferable therefrom. Work shall be executed in conformity therewith and Contractor shall do no work without proper drawings and instructions. Any necessary additional details furnished by the Owner to more fully explain the work shall be considered as part of the Contract Documents.

- b. Quality of Parts, Construction and Finish. All parts of the described and shown construction shall be of the best quality of their respective kinds and the Contractor is hereby advised to use all diligence to inform himself fully as to the required construction and finish, and in no case to proceed with the different parts of the work without obtaining first from the Owner such directions and/or drawings as may be necessary for the proper performance of the work.
- c. Contractor's Variation from Contract Document Requirements. If it is found that the Contractor has varied from the drawings and/or specifications, in materials, quality, form or finish, or in the amount or value of the materials and labor used, the Owner, shall be at liberty at any time, before or after completion of the work, to order such improper work removed, remade and replaced, and all work distributed by these changes shall be made good at the Contractor's expense, or the Owner shall receive from the Contractor a sum of money equivalent to the difference in value between the work performed and that called for by the drawings and specifications, it being optional with the Owner to pursue either course.

Article 6. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- a. Time for Completion/Liquidated Damages. Work shall be commenced on or before the date stated in

the District's notice to the Contractor to proceed and shall be completed by Contractor in the time specified in the Special Conditions. The District is under no obligation to consider early completion of the Project and the Contract completion date shall not be amended by the District's acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances receive additional compensation from the District for indirect, general, administrative or other forms of overhead costs for the period between the time of earlier completion proposed by the Contractor and the official Contract completion date. If the work is not completed in accordance with the foregoing, it is understood that the District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Special Conditions for each calendar day of delay until work is completed and accepted. Contractor and his surety shall be liable for the amount thereof. Any money due or to become due the Contractor may be retained to cover said liquidated damages. Should such money not be sufficient to cover said liquidated damages, the District shall have the right to recover the balance from the Contractor or his sureties, who will pay said balance forthwith. Regardless of the schedule submitted by Contractor, no delay claims shall be accepted by the District unless the event or occurrence delays the completion of the Project beyond the contractual completion date.

- b. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to: acts of God, or of public enemy, acts of Government, acts of District or anyone employed by him or acts of another Contractor in performance of a contract with the District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes. Contractor shall within five (5) calendar days of the beginning of any such delay (unless the District grants a further period of time prior to date of final settlement of the Contract) notify the District in writing of causes of delay; thereupon the District shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. The District's findings of fact thereon shall be final and conclusive on parties hereto. In case of a continuing cause of delay, only one claim is necessary. Time extensions to the Project should be requested by the Contractor as they occur and without delay. Regardless of the schedule submitted by Contractor, no delay claims shall be accepted by the District unless the event or occurrence delays the completion of the Project beyond the contractual completion date.
- c. **No Damages for Delay.** The District's liability to Contractor for delays for which the District is responsible shall be limited to an extension of time for delays unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the Contract was awarded. Contractor agrees that the Owner, together, shall determine the actual costs to Contractor of any delay for which Contractor may claim damages from the District. Such costs, if any, shall be directly related to the Project, and shall not include costs that would be borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and ongoing insurance costs. The District shall not be liable for any damages, which the Contractor could have avoided by any reasonable means including, but not limited to, the judicious handling of forces, equipment, or plant.

Article 7. PROGRESS SCHEDULE

- a. **Estimated Schedule.** Within seven (7) calendar days after the effective date of the Notice to Proceed, Contractor shall prepare an estimated progress schedule and shall submit same to District for approval. The schedule shall clearly identify all staffing and other resources, which in the Contractor's judgment are needed to complete the Project within the time specified for completion. The schedule shall include milestones and shall include the "critical path" activities. Such schedule shall be submitted to District for approval. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels, which allow for good quality and timely completion of the Project; the District's approval of the progress schedule does not relieve the Contractor of any such responsibility. Contractor's failure to incorporate all elements of work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all work required for a completed Project within the specified Contract time period, notwithstanding the District's acceptance of the schedule. If the required schedule is not received by the time the first payment request is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the District.
- b. **Schedule Contents.** The schedule shall allow enough time for inclement weather. Such schedule shall indicate graphically the beginning and completion dates of all phases of construction, shall indicate the critical path for all critical, sequential time related activities. All required schedules shall indicate "float time" for all "slack" or "gaps" in the non-critical activities. Submitted construction schedules shall have a duration to match the Contract time. Excess time may be picked up with "float time" if needed or desired by the Contractor. A "bar chart" in reasonably complete detail shall be adequate in contracts over \$1 million and shall show critical path items. All required schedules shall be periodically updated to reflect changes in the status of the job, including weather delays. At a minimum, the Contractor shall be required to provide and keep updated a monthly schedule in order to prevent delay claims.
- c. **State Testing.** In no event shall Contractor conduct any work on the Project on dates on which State Testing of Pupils is conducted. District or District's Representative will provide Contractor with a schedule of test dates concurrent with the District's issuance of notice of award of Contract, or as soon as such test dates are made available to the District.

Article 8. CONTRACT SECURITY

Unless otherwise specified in Special Conditions, Contractor shall furnish a surety bond in an amount equal to one hundred percent (100%) of Contract Price as security for faithful performance of this Contract and shall furnish a separate bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for payment of persons performing labor and furnishing materials in connection with this Contract. Both the Payment and Performance Bonds must be executed by an admitted Surety, as defined in California Code of Civil Procedure Section 995.120. The Payment and Performance Bonds must be accompanied by the original or a certified copy of the unrevoked power of attorney or other appropriate instrument entitling or authorizing the person who executed the bond to do so. In addition, to the extent required by law, the Payment and Performance Bonds must be accompanied by a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California, a certificate from the Clerk of the County of San Diego that the certificate of authority of the insurer has not been surrendered, revoked, cancelled,

annulled, or suspended, or if it has that it has been renewed, and four copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance of the State of California. Aforesaid bonds shall be in form set forth in these Contract Documents. Upon request of Contractor, the District will consider and accepting multiple sureties on such bonds.

Article 9. ASSIGNMENT

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

Article 10. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

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

Article 11. PROHIBITED INTERESTS

No official of the District, and no District Representative who is authorized in such capacity and on behalf of the District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall be or become directly or indirectly interested financially in this Contract or in any part thereof. No officer, employee, attorney, engineer or Inspector of or for the District who is authorized in such capacity and on behalf of the District to exercise any executive, supervisory or other similar functions in connection with construction of the Project, shall become directly or indirectly interested financially in this Contract or in any part thereof.

Article 12. SEPARATE CONTRACTS

- a. The District reserves the right to let other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate his work with theirs.
- b. If any part of Contractor's work depends for proper execution or results upon work of any other contractor, the Contractor shall inspect and promptly report to the Owner any defects in such work that renders it unsuitable for such proper execution and results. His failure so to inspect and report shall constitute his acceptance of other contractor's work as fit and proper for reception of his work, except as to defects which may develop in the other contractor's work after execution of contractor's work.
- a. To insure proper execution of his subsequent work, Contractor shall measure and inspect work already

in place and shall at once report to the Owner any discrepancy between executed work and the Contract Documents.

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

Article 13. SUBCONTRACTING

- a. Contractor agrees to bind every subcontractor by terms of the Contract as far as such terms are applicable to subcontractor's work. If Contractor subcontracts any part of this Contract, Contractor shall be as fully responsible to the District for the acts and omissions of his subcontractor and of persons either directly or indirectly employed by his subcontractor, as he is for acts and omissions of persons directly employed by himself. Nothing contained in these Contract Documents shall create any contractual relation between any subcontractor and the District. The District shall be deemed to be the third party beneficiary of the contract between the Contractor and the subcontractor.
- b. The District's consent to or approval of any subcontractor under this Contract shall not in any way relieve Contractor of his obligations under this Contract and no such consent or approval shall be deemed to waive any provision of this Contract
- c. Substitution or addition of subcontractors shall be permitted only as authorized in chapter 4 (commencing at section 4100), part 1, division 2 of the California Public Contract Code.

Article 14. DISTRICT'S RIGHT TO TERMINATE CONTRACT

- a. The District may, without prejudice to any other right or remedy, serve written notice upon Contractor and his surety of its intention to terminate this Contract if the Contractor (i) refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or (ii) fails to complete said work within such time, or (iii) if the Contractor should file a bankruptcy petition or be adjudged a bankrupt, or (iv) if he should make a general assignment for the benefit of his creditors, or (v) if a receiver should be appointed on account of his insolvency, or (vi) if he should persistently or repeatedly refuse or should fail, except in cases for

which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or (vii) if he should fail to make prompt payment to subcontractors or for material or labor, or (viii) persistently disregard laws, ordinances or instructions of the District or those of District's Representatives, or (ix) otherwise be guilty of a substantial violation of any provision of the Contract, or (x) if he or his subcontractors should violate any of the provisions of this Contract. The notice of intent to terminate shall contain the reasons for such intention to terminate. Unless within ten (10) calendar days after the service of such notice, such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this Contract shall, upon the expiration of said ten (10) calendar days, cease and terminate. In such case, Contractor shall not be entitled to receive any further payment until work is finished. In event of any such termination, the District shall immediately serve written notice thereof upon surety and Contractor written notice of termination stating that the contract has ceased and is terminated. Surety shall have the right to investigate, take over and perform this Contract, provided, however, that if Surety, within fifteen (15) calendar days after service upon it of said notice of termination, does not give the District written notice of its intention to take over and perform this Contract and does not commence performance thereof within twenty (20) calendar days from the date of service upon it of such notice of termination, the 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 Contractor. Contractor and his surety shall be liable to the District for any excess cost or other damages occasioned the District thereby. If the District takes over the work as hereinabove provided, the District may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary therefore. If Surety does not perform the Project work itself, the Surety shall consult with the District regarding its planned choice of a contractor or contractors to complete the Project, and upon request by District, Surety shall provide District evidence of responsibility of Surety's proposed contractor or contractors. District shall be entitled to reject Surety's choice of contractor or contractors if District determines in its sole discretion that the contractor or contractors are non-responsible. If Surety provides District written notice of its intention to take over and perform this Contract, within fifteen (15) calendar days of such written notice of intent to take over and perform, Surety or its chosen contractor or contractors (if such contractor or contractors are approved by District) shall provide District a detailed Progress Schedule as specified in Article 8 above. Contractor and his surety shall be liable to District for any excess cost or other damages occasioned the District as a result of Surety or Surety's contractor or contractors takeover and performance.

- b. If the unpaid balance of the Contract Price exceeds the expense of finishing work, including compensation for additional architectural, managerial, and administrative services, such excess shall be paid to Contractor. If such expense shall exceed such unpaid balance, Contractor shall pay the difference to the District.
- c. Should the District determine that environmental considerations mandate that the underlying Project should not go forward, District may notify Contractor that this Contract is terminated due to environmental considerations and District shall only be obligated to pay Contractor for the work that Contractor had performed at the time of notification of termination of this Contract for environmental considerations.
- d. Termination for Convenience: The District may terminate performance of the work called for by the

Contract Documents in whole or, from time to time, in part, if the District determines that a termination is in the District's interest.

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

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

1. Stop Work as specified in the Notice.
2. Complete any work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
3. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
4. Terminate all subcontracts to the extent that they relate to the portions of the work terminated.
5. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.
6. Submit to the District, within ten (10) calendar days from the Effective Date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the District's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by the District no later than thirty (30) calendar days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs occasioned by the District's Termination for Convenience."

Termination of the Contract shall not relieve Surety of its obligation for any just claims arising out of or relating to the Work performed. In the event that the District exercises its right to terminate this Contract pursuant to this provision, the District shall pay the Contractor, upon the Contractor's submission of the documentation required by this clause and other applicable provisions of the Contract Documents, all actual reimbursable costs incurred according to the provisions of this Contract.

- e. Termination of Contract by Contractor: The Contractor may terminate the Contract upon ten (10) calendar days written notice to the District, whenever: (1) the entire Work has been suspended for ninety (90) consecutive days through no fault or negligence of the Contractor, and notice to resume

the Work or to terminate the Contract has not been received from the District within this time period; or (2) the District should fail to pay the Contractor any substantial sums due it in accordance with the terms of the Contract and within the time limits prescribed. In the event of such termination, the Contractor shall have no claims against the District except for Work performed as of the date of termination.

- f. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.
- g. Notwithstanding the foregoing provisions, this Contract may not be terminated or modified where a trustee-in-bankruptcy has assumed the Contract pursuant to 11 U.S.C. section 365 (Federal Bankruptcy Act).

Article 15. GUARANTEE

- a. Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of two (2) years after date of acceptance of work by the District. Contractor shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a two-year period from date of acceptance without expense whatsoever to the District, ordinary wear and tear, unusual abuse or neglect excepted. The District will give notice of observed defects with reasonable promptness. Contractor shall notify the District upon completion of repairs.
- b. In the event of failure of Contractor to comply with above-mentioned conditions within one week after being notified in writing, the District is hereby authorized to proceed to have defects repaired and made good at the expense of Contractor. Contractor hereby agrees to pay costs and charges therefore immediately on demand.
- c. If, in the opinion of the District or District's Representative, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District or to prevent interruption of operations of the District, the District or the District's Representative will attempt to give the notice required by this Article. If the Contractor cannot be contacted or does not comply with the District's request for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this Article, proceed to make such correction or provide such attention. The costs of such correction or attention shall be charged against the Contractor. Such action by the District or its Representative will not relieve the Contractor of the guarantees provided in this Article or elsewhere in this Contract.
- d. This Article does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish the District with all appropriate guarantee or warranty certificates upon completion of the Project.

Article 16. NOTICE AND SERVICE THEREOF

- a. Any notice from one party to the other under the Contract shall be in writing and shall be dated and

signed by party giving such notice or by the duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- 1) If notice is given to the District, by personal delivery or by depositing same in United States mails, enclosed in a sealed envelope addressed to the District postage prepaid and registered;
- 2) If notice is given to Contractor by personal delivery thereof to said Contractor or to his foreman at site of Project, or by depositing same in United States mails, enclosed in a sealed envelope addressed to said Contractor at his regular place of business or at such other address as may have been established for the conduct of work under this Contract, postage prepaid and registered;
- 3) If notice is given to surety or other person by personal delivery to such surety or other person or by depositing same in United States mails, enclosed in a sealed envelope addressed to such surety or person at the address of such surety or person last communicated by him to party giving notice, postage prepaid and registered.
- 4) If notice is served by mail, it shall be deemed received and all time periods associated with the giving of notice shall run from the third day after mailing.

Article 17. WORKERS

- a. Contractor shall at all times enforce strict discipline and good order among his employees. Contractor shall not employ on work any unfit person or any one not skilled in work assigned to him.
- b. Any person in the employ of the Contractor whom the District or District's Representative may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with the written consent of the District.

Article 18. WAGE RATES

- a. Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the governing body of District has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of workmen needed to execute the Contract.
- b. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided in Labor Code Section 1773.1 apprenticeship or other training programs authorized by Labor Code Section 3093, and similar purposes when the term "per diem wages" is used herein.
- c. Holiday and overtime work when permitted by law shall be paid for at a rate of at least one and one-half times the above specified rate of per them wages, unless otherwise specified.

- d. There shall be paid each worker of the Contractor or any of his subcontractors engaged in work on the Project not less than the prevailing wage rate, regardless of any contractual relationship, which may be alleged to exist between the Contractor or any subcontractors and such workers.
- e. The Contractor shall, as a penalty to the District, forfeit an amount as determined by the Labor Commissioner pursuant to Labor Code Section 1775 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or draft in which such worker is employed for any public work done under the Contract by him or by any subcontractor under him. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
- f. Copies of the determined prevailing wage rates are on file and available upon request at the District's office. Contractor shall post, at appropriate conspicuous points on the site of the Project, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.
- g. Any worker employed to perform work on the Project which is not covered by any classification available in the District office, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds with work to be performed by him, and that minimum wage rate shall be retroactive to the time of initial employment of the person in the classification.
- h. A certified copy of all payroll records shall be submitted to the Owner no later than the tenth (10th) day of each month for the immediately preceding month. This submission shall be a condition precedent for payment to the Contractor. Failure to submit payroll records shall be grounds for withholding of payment to Contractor until such submission is made.
- i. The provisions of this subsection shall apply if required for this Project as set forth in the Notice to Contractors and/or Information to Bidders.
 - 1) Pursuant to Labor Code section 1771.7, the District has implemented and shall enforce a Labor Compliance Program (LCP). The Contractor, and any subcontractors, are required to comply with the requirements of the District's LCP. The Contractor hereby expressly agrees to comply with the requirements of the District's LCP at no additional cost to the District.
 - 2) The District's LCP includes, but is not limited to, provisions requiring the Contractor to comply with the prevailing rates of wages and maintenance and submission of weekly certified payroll records as set forth in Articles 19 and 20 of these General Conditions, employment of apprentices as set forth in Article 21 of these General Conditions, compliance with legal hours of work as set forth in Section Article 22 of these General Conditions, and debarment as set forth in Article 23 of these General Conditions. The District's LCP also requires the Contractor to attend a mandatory pre-construction meeting and allow District representatives to conduct on site interviews of workers to ensure that prevailing wages are being paid. Failure to comply with these provisions or any other provisions of the District's LCP shall result in the withholding of contract payments by the District. The Contractor expressly acknowledges these provisions and agrees to comply with these provisions and any provisions in the District's LCP.

- 3) The Contractor shall include provisions (1) and (2) in this subsection in all subcontracts and require subcontractors to comply with these provisions at no additional cost to the District.

Article 19. RECORD OF WAGES PAID: INSPECTION

Pursuant to Labor Code Section 1776, Contractor stipulates to the following:

- a. Each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the work under this Contract. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms.
- b. The payroll records enumerated under subdivision (a), above, shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - 1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.
 - 2) A certified copy of all payroll records enumerated in subdivision (a), above, shall be made available for inspection or furnished upon request to a representative of the District, the Division of Labor Standards Enforcement and Division of Apprenticeship Standards of the Department of Industrial Relations.
 - 3) A certified copy of all payroll records enumerated in subdivision (a), above, shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.
- c. Contractor shall file a certified copy of the records enumerated in subdivision (a), above, with the entity that requested such records within ten (10) days after receipt of the written request.
- d. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or performing the contract shall not be marked or obliterated.

- e. Contractor shall inform the District of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
- f. In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, the Contractor shall pay a penalty of Twenty-five Dollars (\$25.00) to the District for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payment then due.
- g. The responsibility for compliance with this Article shall rest upon the Contractor.

Article 20. APPRENTICES

- a. Contractor and any Subcontractor under them shall comply with the requirement of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices.
- b. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- c. Knowing violations of Section 1777.5 will result in forfeiture not to exceed \$100 for each calendar day of non-compliance pursuant to Section 1777.7.

Article 21. HOURS OF WORK

- a. As provided in Article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, Contractor stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the work or upon any part of the work contemplated by this Contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.
- b. The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.
- c. The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day

during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of Article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

- d. Any work necessary to be performed after regular working hours, or on Saturdays and Sundays or other holidays, shall be performed without additional expense to the District.

Article 22. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

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

Article 23. FINGERPRINTING REQUIREMENTS

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

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

If the District determines based on the totality of the circumstances concerning the Project that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have contact other than limited contact with pupils, by execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school facility where the Contractor and/or Contractor's employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation. In accordance with Education Code section 45125.2 the Contractor shall, at Contractor's own expense, (a) install a physical barrier to limit contact with students by Contractor and/or Contractor's employees, or (b) provide for the continuous supervision and monitoring of the Contractor and/or Contractor's employees by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice, or (c) provide for the surveillance of the Contractor and Contractor's employees by a District employee.

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

If the District determines based on the totality of the circumstances concerning the Project that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have only limited contact with pupils, by execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation or repair of a school facility involving only limited contact with students. Accordingly, the parties agree that the following conditions

apply to any work performed by the Contractor and/or Contractor's employees on a school site: (1) Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Contractor and/or Contractor's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location Contractor and/or Contractor's employees shall not change locations without contacting the school office; (4) Contractor and Contractor's employees shall not use student restroom facilities; and (5) If Contractor and/or Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

Article 24. NON-DISCRIMINATION

Pursuant to the provisions of Labor Code Section 1735, Contractor and its subcontractor shall not unlawfully discriminate in the employment of persons on this Project because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, and sex.

Article 25. OWNER CONTROLLED INSURANCE PROGRAM

District reserves the right pursuant to Government Code Section 4420.5 to use an Owner Controlled Insurance Program. Information regarding utilization of an OCIP is included in the Special Conditions or pursuant to an addendum.

Article 26. WORKERS' COMPENSATION INSURANCE

The Contractor shall provide, during the life of this Contract, workers' compensation insurance for all of the employees engaged in work under this Contract, on or at the site of the Project, and, in case any of his work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the site of the Project, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code. The Contractor shall file with the District certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the District, if in the form and coverage as set forth in Article 32.

Article 27. EMPLOYER'S LIABILITY INSURANCE

Contractor shall provide during the life of this Contract, Employer's Liability Insurance in the amount of, at least, one million dollars (\$1,000,000.00) per accident for bodily injury and disease. Contractor shall provide District with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of Article 32 below.

Article 28. COMMERCIAL GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE

a. Contractor shall procure and maintain during the life of this Contract and for such other period as may

be required herein, at its sole expense, such comprehensive general liability insurance or commercial general liability and property damage insurance as shall protect Contractor and the District, the District's Representatives and Agents, from all claims for bodily (personal) injury, including accidental death, as well as claims for property damage arising from operations under this Contract, and other covered loss, however occasioned, occurring during the policy term. Such policy shall comply with all the requirements of this Article, and shall be in the form and amounts as set forth in the Special Conditions hereof. The limits set forth in the Special Conditions shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth in the Special Conditions shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the District, and shall not preclude the District from taking such other actions available to the District under other provisions of the Contract Documents or law.

- b. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the District harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the District as a result thereof.
- c. Company or companies providing insurance coverage shall be acceptable to the District and authorized to conduct business in the State of California.
- d. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of Article 32 below.
- e. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in Article 32 hereof, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the District may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in Article 32 below.

Article 29. AUTOMOBILE LIABILITY INSURANCE

Contractor shall take out and maintain at all times during the term of this Contract Automobile Liability Insurance in the amount set forth in the Special Conditions. Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to the District. Such insurance shall comply with the provisions of Article 32 below.

Article 30. BUILDER'S RISK [FIRE; "ALL RISK"]

- a. It is the Contractor's responsibility to maintain or cause to be maintained Builder's Risk [Fire; "All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures which are a part of the Contract and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The District accepts no responsibility until the Contract is formally accepted by the Governing Board for the work. The Contractor is required to file with the District a certificate evidencing fire insurance coverage.
- b. Provide insurance coverage on completed value form, all-risk or special causes of loss coverage.
 - 1) Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.
 - 2) Coverage shall include all materials stored on site and in transit.
 - 3) Coverage shall include Contractor's tools and equipment.
 - 4) Insurance shall include boiler, machinery and material hoist coverage.
- c. Company or companies providing insurance coverage shall be acceptable to the District and authorized to conduct business in the State of California.
- d. Such insurance shall comply with the provisions of Article 32 below.

Article 31. PROOF OF CARRIAGE OF INSURANCE

- a. Contractor shall, as soon as practicable following the placement of insurance required hereunder, but in no event later than the effective date of the Contract, deliver to the District certificates of insurance evidencing the same, together with appropriate separate endorsements thereto, evidencing that Contractor has obtained such coverage for the period of the Contract. Contractor shall deliver certified copies of the actual insurance policies specified herein, within thirty days after commencement of work. Thereafter, copies of renewal policies, or certificates and appropriate separate endorsements thereof, shall be delivered to the District within thirty (30) calendar days prior to the expiration of the term of any policy required herein. Contractor shall permit the District at all reasonable times to inspect any policies of insurance of Contractor which Contractor has not delivered to the District.
- b. Certificates and insurance policies shall include the following clause:
 - 1) This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District stating date of cancellation, reduction or other adverse change respecting such insurance. The date of cancellation, reduction or adverse change may not be less than thirty (30) calendar days after date of mailing notice."
- c. Any notice required to be sent pursuant to this section shall be to the District's address as shown in the Notice to Contractors Calling for Bids.
- d. Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice. All

Certificates of Insurance provided by Contractor shall name the District as additional insured.

- e. The coverage afforded by the additional insured endorsement described in paragraph (d) above, shall apply as primary insurance, and any other insurance maintained by the District owner, the members of the District's Board of Education, or its officers, agents, employees and volunteers, or any self-funded program of the District, shall be in excess only and not contributing with such coverage. This coverage must be given via ISO endorsement CG 2010 (11/85 ed.) or insurer's equivalent for coverage as respects: liability arising out of activities performed by or on behalf of the Contractors; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its board of trustees, directors, officers, employees, agents or authorized volunteers.
- f. Insurance carriers shall be qualified to do business in California and maintain an agent for service of process within the State. Such insurance carriers shall have not less than an "A" policy holder's rating and a financial rating of not less than "Class VIII" according to the latest Best's Key Rating Guide unless otherwise approved by the District.
- g. After receiving written Notice of Cancellation of Insurance, Contractor shall have ten (10) calendar days to provide other policies of insurance similar to the canceled policies and acceptable insurance. If such replacement coverage is not provided, the District may secure insurance at the Contractor's expense.
- h. Nothing contained in the insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from operations under this Contract.
- i. Contractor's failure to procure the insurance specified herein, or failure to deliver certified copies or appropriate certificates of such insurance, or failure to make the premium payments required by such insurance, shall constitute a material breach of the Contract, and the District may, at its option, terminate the Contract for any such default by Contractor.
- j. The requirements as to the types and limits of insurance coverage set forth herein and in the Special Conditions to be maintained by the Contractor, and any approval of said insurance by the District or its insurance Contractor(s), are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.
- k. The District shall retain the right at any time to review the coverage, form, and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.
- l. All deviations from the contractual insurance requirements stated herein must be approved in writing by the District's risk manager.

- m. Included in any policy or policies of liability insurance provided by Contractor hereunder, except Workers' Compensation Insurance, shall be a standard waiver of rights of subrogation against the District, its Representatives, or Agents, by the insurance company issuing said policy or policies.
- n. If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:
 - 1) The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
 - 2) Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract, including the requirement of adding all additional insureds.
 - 3) If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Contract.
- o. The policy allows for reporting of circumstances or incidents that might give rise to future claims.
- p. Contractor shall notify the District in writing of the amount, if any, of self-insured retention provided under the General Liability coverage, with a maximum limit of \$25,000. The District may approve higher retention amounts, based upon review of documentation submitted by Contractor. Such review shall take into consideration Contractor's net worth and reserves for payment of claims of liability against Contractor, which must be sufficient to adequately compensate for the lack of other insurance coverage required hereunder.

Article 32. THIRD-PARTY CLAIMS

Pursuant to Public Contract Code section 9201, District shall provide Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. District is entitled to recover its reasonable costs incurred in providing such notification.

Article 33. INDEMNIFICATION

The District, the District's Representative, and their Board members, directors, officers, employees, agents and authorized volunteers shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the Work, or for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the Work. The Contractor shall be responsible for any damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the work. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever arising out of or in connection with the performance of the Work; provided, however, that the Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of the District, its Board members, directors, officers, employees, agents and authorized volunteers who are directly responsible to the District.

- a. Contractor shall indemnify the District, the District's Representative, and their Board members, directors, officers, employees, agents and authorized volunteers against and will hold and save them and each of them harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm entity, corporation, political subdivision or other organization arising out of or in connection with the Work, operation or activities of Contractor, its agents, employees, subcontractors or invitees, provided for herein, whether or not there is concurrent passive or active negligence on the part of the District, the District's Representative, or their Board members, directors, officers, employees, agents and authorized volunteers, but excluding such actions, claims, damages to persons or property penalties, obligations or liabilities arising from the sole established negligence, willful misconduct or active negligence of the District, the District's Representative, or those who are directly responsible to them; and in connection therewith:
- 1) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection therewith.
 - 2) Contractor will promptly pay any judgment rendered against Contractor, the District, the District's Representative, and their Board members, directors, officers, employees, agents and authorized volunteers covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder and Contractor agrees to save and hold the District, the District's Representative, and their Board members, directors, officers, employees, agents and authorized volunteers harmless therefrom.
 - 3) In the event the District, the District's Representative, and their Board members, directors, officers, employees, agents and authorized volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the Work, or operation or activities of Contractor hereunder, Contractor agrees to pay to the District, the District's Representative, the Architect, and their Board members, directors, officers, employees, agents and authorized volunteers any and all costs and expenses incurred by the District, the District's Representative, the Architect, and their Board members, directors, officers, employees, agents and authorized volunteers in such action or proceeding together with reasonable attorney's fees.
 - 4) The District may retain, to the extent it deems necessary, the money due to the Contractor under and by virtue of the Contract Documents until disposition has been made of such actions or claims for damages as specified hereinabove.

Article 34. PERSONAL LIABILITY

Neither the District, the District's Representative, nor any other director, officer or authorized assistant or agent of the District or the District's Representative shall be personally responsible for any liability arising under the Contract.

Article 35. LAWS AND REGULATIONS

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

the Owner, he shall bear all costs arising therefrom.

- b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 USC §12101 et seq.). Installations of equipment and other devices shall be in compliance with ADA regulations.

Article 36. PERMITS AND LICENSES

Permits and licenses necessary for prosecution of work shall be secured and paid for by Contractor, unless otherwise specified.

Article 37. PATENTS, ROYALTIES, AND INDEMNITIES

The Contractor shall indemnify, defend and hold harmless the District and its Board Members, 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 this Contract, including its use by the District, unless otherwise specifically stipulated in the Contract Documents.

Article 38. MATERIALS

- a. Except as otherwise specifically stated in this Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.
- b. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.
- c. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as required. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this Contract.
- d. No materials, supplies, or equipment for work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon completion of all work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by him, to the District free from any claims, liens, or charges. He further agrees that neither he nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Contract shall have any right to lien upon premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions title to which is commonly retained by utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise the District as to the owner thereof. Nothing contained in this Article, however, shall defeat or impair right of persons furnishing material or labor under any bond given by Contractor for their protection or any rights under any law permitting such

persons to look to funds due Contractor in hands of the District, and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

- e. Materials shall be stored on the premises in such manner so as not to interfere with the work and so that no portion of the structure shall be overloaded.
- f. Materials or work required or necessary to be tested shall be tested under supervision of, as directed by and at such places as may be convenient to the District and/or the District's Representatives. The required testing of all structural materials shall be done by an approved testing laboratory as pursuant to Article 69, herein.

Article 39. SUBSTITUTIONS

- a. For purposes of this provision the term "substitution" shall mean the substitution of any material, process or article that is substantially equal or better in every respect to that so indicated or specified in the specifications.
- b. Whenever in specifications any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by words "or equal." Bidders may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. If any material, process or article offered for substitution by bidders is not, in the opinion of the District, substantially equal or better in every respect to that specified, bidders shall furnish the material, process or article specified. The burden of proof as to the equality of any material, process or article shall rest with the bidders. In addition, pursuant to the provisions of Public Contract Code section 3400 (b), the District has made findings that some particular materials, products, things or services, that are designated by specific brand or trade name are required in order to match other products in use. Such Materials, products, things or services are listed in the Special Conditions.
- c. Bidders shall submit requests together with substantiating data for substitution of any "or equal" material, process or article no later than five (5) calendar days prior to the bid opening. Provisions authorizing submission of "or equal" substitution justification data shall not in any way authorize an extension of time for performance of this Contract. Furthermore, if a proposed "or equal" substitution request is rejected, a bidder shall be responsible for including the specified material, process or article in its bid. The District shall not be responsible for any costs of bidders associated with "or equal" substitution requests. The District has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted.
- d. For purposes of subdivision (c) above, data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from the Contractor stating that the substituted "or equal" material, process or article is equivalent to that specified in the specification in every way except as listed on the affidavit. Substantiating data shall also include any and all illustrations, specifications, and other relevant data including catalogue information which describes the requested substituted "or equal" material, process or article and substantiates that it is an "or equal" to the material process or article specified. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution of the "or equal" material, process or article will reduce or increase the Contract Price. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the needed

substantiating data, including the signed affidavit, to the Owner in a timely fashion so that the substitution can be adequately reviewed may result in the rejection of the proposed substitution. The Owner is not obligated to review multiple substitution submittals for the same product or item due to the Contractor's failure to submit a complete package initially.

- e. Time limitations in this Article must be complied with strictly and in no case will an extension of time for completion be granted because of Contractor's failure to request the substitution of an alternative item at the times and manner set forth herein in subdivision (c). Further, the Contractor shall bear the costs of all engineering work associated with the review of submittals for substitution of equals.
- f. In event Contractor furnishes material, process, or article more expensive than that specified, the difference in cost of such material, process, or article so furnished shall be borne by Contractor.

Article 40. SHOP DRAWINGS

- a. Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in his own work or in that of any other contractor, subcontractor, other independent contractor or worker on the Project, three (3) copies of all shop or setting drawings, schedules, and materials list, and all other submittals in accordance with other provisions of the Contract required for the work of various trades. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Owner. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.

Article 41. SUBMITTALS

- a. Contractor shall furnish for approval, within ten (10) calendar days from the work commencement date stated in the notice to proceed a log of all samples, material lists and certifications, schedules, and other submittals, as required in specifications. Such log shall indicate whether samples will be provided as specified and in accordance with other provisions of this Contract.
- b. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Owner within a reasonable time period so as not to cause delays on the Project.
- c. This provision shall not authorize any extension of time for performance of this Contract. Architect will check and approve such samples, only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples. Owner's action will be taken within five (5) calendar days after receiving such samples and submittals. If in the Architect's professional judgment five (5) calendar days is an insufficient amount of time to permit adequate review, Architect shall, within the initial five (5) calendar days period, notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond.
- d. If the Owner's response results in a change in the Project, then such change shall be effected by a written change order.

Article 42. COST BREAKDOWN AND PERIODICAL ESTIMATES

- a. Contractor shall furnish, for District acceptance and approval, on forms approved by the District:
 - 1) Within five (5) calendar days of award of Contract a detailed estimate giving a complete breakdown of Contract Price; and
 - 2) Within five (5) calendar days of request by the District, a schedule of estimated monthly payments which shall be due him under the Contract.
- b. Values employed in making up any of these schedules will be used for determining basis of partial payments.

Article 43. PAYMENTS

- a. Each month within thirty (30) calendar days after receipt of an undisputed and properly submitted payment request, there shall be paid to Contractor a sum equal to ninety five percent (95%) of the value of work performed up to the last day of the previous month, less the aggregate of previous payments. Monthly payments shall be made only on the basis of monthly estimates, which shall be prepared by Contractor on a form approved by the District and filed with the District before the fifth day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release Contractor or any bondsman from damages arising from such work or from enforcing each and every provision of this Contract and the District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning work, or any portion thereof given by the District shall remain un-complied with.
- b. The final payment of five percent (5%) of the value of work done under this Contract, if unencumbered, shall be made within thirty (30) calendar days after the date of completion of the work, provided however, that in the event of a dispute between the District and the Contractor, the District may withhold from the final payment an amount not to exceed one hundred and fifty percent (150%) of the disputed amount. Completion means any of the following as provided by Public Contract Code section 7107:
 - 1) The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the public agency, or its agent, accompanied by cessation of labor on the work of improvement.
 - 2) The acceptance by the public agency, or its agent, or the work of improvement.
 - 3) After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 100 calendar days or more, due to factors beyond the control of the Contractor.
 - 4) After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 calendar days or more, if the public agency files

for record a notice of cessation or a notice of completion.

- c. This Contract is subject to the provisions of Public Contract Code section 7107.
- d. For purposes of this Contract, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of said final payment shall constitute a waiver of all claims against the District arising from this Contract. At any time after fifty percent (50%) of the work has been completed, if the District, by action of its governing body, finds that satisfactory progress is being made, the District may make any of the remaining payments in full for actual work completed or may withhold any amount up to ten percent (10%) thereof as the District may find appropriate based on the Contractor's progress.
- e. Final Payment. The District shall, after the satisfactory completion of the work, make a final estimate of the amount of Work done thereunder and the value of said work, and the District shall pay the entire sum so found to be due after deduction therefrom all previous payments and all amounts to be retained under the provisions of the Contract Documents, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code Section 3262. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of thirty-five (35) calendar days from the date of acceptance of the work by the District, which acceptance shall be by formal action of the Board of Education.
- f. The provisions of this subsection shall apply if required for this Project as set forth in the Notice to Contractors and/or Information to Bidders.
 - 1) Prior to, and as a condition precedent for final payment, Contractor shall provide the Owner with written documentation identifying the amount paid to Disabled Veteran Business Enterprises (DVBE), and shall submit the certification letter issued by the Office of Small Business Certification and Resources verifying the DVBE status of the subject subcontractors. This documentation is required regardless of whether DVBE subcontractors were utilized in the performance of the Contract.]
 - a) No certificate given or payments made under the Contract, except the final certificate or final payment shall be evidence of the performance of the Contract, either wholly or in part, and no payment shall be construed to be an acceptance of any defective work or improper materials.
- g. Whenever any part of the work is in a condition suitable for use, and the best interest of the District requires such use, the District may take possession of, connect to, open for public use, or use a part thereof. When so used, maintenance and repairs due to ordinary wear and tear or vandalism will be made at District's expense. The use by the District as contemplated in this section shall in no case be construed as constituting acceptance of the work or any part thereof. Such use shall neither relieve the Contractor of any of his responsibilities under the Contract nor act as a waiver by the District of any of the conditions thereof. Contractor shall continue to maintain all insurance, including Builder's Risk insurance, on the Project.

Article 44. PAYMENTS WITHHELD

- a. In addition to amounts which the District may retain under any and all other Articles in this Contract including those entitled "Payments," and "Time for Completion and Liquidated Damages," the District may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in his judgment may be necessary to cover:
- 1) Payments which may be past due and payable for just claims against Contractor or any subcontractors for labor or materials furnished in and about the performance of work on the Project under this Contract
 - 2) Defective work not remedied
 - 3) Failure of Contractor to make proper payments to his subcontractor or for material or labor
 - 4) Completion of the Contract if there exists a reasonable doubt that the work can be completed for balance then unpaid
 - 5) Damage to another Contractor
 - 6) Amounts which may be due the District for just claims against Contractor
 - 7) Failure of Contractor to keep the record ("as-built") drawings up to date
 - 8) Failure to provide update on construction schedule as required by Article 9 hereof. When the above grounds are removed, payment shall be made for amounts withheld because of them
 - 9) Site clean up
- b. The District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, the District shall be deemed the agent of Contractor and any payment so made by the District shall be considered as a payment made under contract by the District to Contractor and the District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. The District will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

Article 45. CHANGES AND EXTRA WORK

- a. **Changes in Work.** The District, without invalidating the Contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the Contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.
- b. In giving instructions, Contractor agrees that the Owner shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the Project.

Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from the District, and no claim for an addition to the Contract sum shall be valid unless so ordered. If the Contractor is delayed in completing the work by reason of any change made pursuant to this Article, the time for completion of the Work shall be extended by change order for a period commensurate with such delay. The Contractor shall not be subject to any claim for liquidated damages for this period of time.

c. Unforeseen Conditions. Contractor shall provide the District with notice of unforeseen conditions immediately upon discovery of such conditions.

d. Value of any such extra work, change, or deduction shall be determined at the discretion of the District in one or more of the following ways:

- 1) By acceptable lump sum proposal from Contractor with itemization as required by the District.
- 2) By unit prices contained in Contractor’s original bid and incorporated in the Contract Documents or fixed by subsequent agreement between the District and Contractor.
- 3) By the actual cost of material and labor and a percentage for overhead and profit. The following form shall be followed as applicable for additions and deductions to the Contract:

	<u>EXTRA</u>	<u><CREDIT></u>
4)		
(a) Material (attach itemized quantity and unit cost plus sales tax)	_____	_____
(b) Labor (attach itemized hours and base rates from identified prevailing wage rate schedules)		

	_____	_____
(c) Commercial General Liability and Property Damage Insurance, Workers' Compensation Insurance, Social Security and Unemployment taxes at actual and verified cost (Do not include this amount of OCIP is in place.)	_____	_____
(d) Subtotal	_____	_____
(e) Subcontractor's overhead and profit as defined in Section 49 (h), below, not to exceed 15% of Item (d) (if applicable)	_____	_____
(f) Subtotal	_____	_____
(g) Contractor's Overhead and Profit, as defined in Section 49 (h), below, not to exceed 5% of Item (f) for work performed by subcontractor, or 15% if performed by Contractor	_____	_____
(h) Subtotal	_____	_____
(i) Bond Premium, note to exceed 1% of Item (h)	_____	_____
(j) Total	_____	_____

- e. Regardless of whether the cost of the change order is determined pursuant to 1, 2, or 3, above, in addition to the cost of the material and labor for deleted items, Contractor shall credit back overhead mark-up and the bonding mark up for deleted items at the time of the request for changes and extra work.
- f. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation (i) obligates the District to pay additional compensation to the Contractor; or (ii) obligates the District to grant an extension of time for the completion of the Contract; or (iii) constitutes a waiver of any provision in the Contract, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN FIVE (5) WORKING DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including in the documentation items D(3)a-j described in this Article 49 above. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. The Contractor's failure to notify the District within such five (5) working day period shall be deemed a waiver and relinquishment of the claim against the District. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in this Article.
- g. All costs associated with the change are to be included in the change order proposal to the District. Costs may be in terms of time, money or both.

- h. Overhead and Profit. The term "overhead and profit" for the Contractor and any subcontractors shall be considered to include insurance other than mentioned in Section 49 (d) above, field and office supervisors and assistants, watchman, use of small tools, consumables, and general field and home office expenses, and no separate allowance will be made therefore.

Article 46. DEDUCTIONS FOR UNCORRECTED WORK

If the District deems it inexpedient to correct work injured or not done in accordance with the Contract, an equitable deduction from the Contract Price shall be made therefore.

Article 47. PAYMENTS BY CONTRACTOR

Contractor shall pay:

- a. For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered,
- b. For all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at site of Project and balance of cost thereof not later than the 30th day following completion of that part of work in or on which such materials, tools, and equipment are incorporated or used, and
- c. To each of his subcontractors, not later than the 7th day following each payment to Contractor, the respective amounts allowed Contractor on account of work performed by respective subcontractor to the extent of such subcontractor's interest therein.

Article 48. CONTRACTOR'S SUPERVISION

- a. Unless personally present on the premises where work is being done, Contractor shall keep on the work, during its progress, a competent full-time job (project) superintendent satisfactory to the District. The job superintendent shall not be changed except with consent of the District unless the job superintendent proves to be unsatisfactory to Contractor and ceases to be in his employ. The job superintendent shall represent Contractor in his absence and all directions given to him shall be as binding as if given to Contractor. Other directions shall be so confirmed on written request in each case.
- b. Contractor shall give efficient supervision to work, using his best skill and attention to control safety and job coordination. He shall carefully study and compare all drawings, specifications, and other instructions and shall at once report to the District of any error, inconsistency or omission which he may discover.

Article 49. DISTRICT'S INSPECTOR

- a. One or more Inspectors employed by District in accordance with requirements of Title 21 of the California Code of Regulations will be assigned to the work. The Inspectors duties are specifically defined in Title 21, Section 42 of the California Code of Regulations.
- b. Inspector shall have access to all plant operations involving work under this Contract and shall be provided reasonable advance notice of the time and place of operations, which the Inspector desires to observe. Inspector shall be provided with all necessary samples of materials and work for testing purposes. All work shall be under the observation of said Inspector. He shall have free access to any or all parts of work at any time. Contractor shall furnish Inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting progress and manner of work and character of materials. Inspection of work shall not relieve Contractor from any obligation to fulfill this Contract. Inspector or the Architect shall have authority to stop work whenever the provisions of the Contract Documents are not being complied with and Contractor shall instruct his employees accordingly.

Article 50. INSPECTOR'S FIELD OFFICE

- a. Contractor shall provide for the use of the Inspector a separate trailer or temporary private office of not less than seventy-five square feet of floor area to be located as directed by the Inspector and to be maintained until removal is authorized by the District or the District's Representative. The Office shall be of substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key-type lock or padlock hasp. The Inspector's field office shall have heating and air-conditioning and shall be equipped with a telephone, a telephone answering machine, and a fax machine at Contractor's expense.
- b. A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.
- c. The provisions of this section are intended to be complementary to any requirements provided elsewhere in these Contract Documents, however in the event of conflicts between this section and other provisions of these Contract Documents, this section shall prevail.

Article 51. DOCUMENTS ON WORK

- a. Contractor shall keep one copy of all Contract Documents, including addenda, change orders, Division I, Title 21 of the California Code of Regulations (Building Standards Administrative Code), Title 24 of the California Code of Regulations, and the prevailing wage rates applicable at the time of the Contract, and any other laws, rules or regulations governing building standards for public school construction, which by this reference is a part of the Contract Documents, on job at all times. Said documents shall be kept in good order and available to the District. Contractor shall be acquainted with and comply with the provisions of said these laws, rules or regulations as they relate to this Project. (See particularly Duties of the Contractor, Titles 21 California Code of Regulations, section 43.)

Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to this Project, particularly Titles 17, 19, 21 and 24.)

- b. Contractor shall also make available all books, records, accounts, contracts, bids, etc., upon request of the District.

Article 52. RECORD ("AS BUILT") DRAWINGS

- a. Contractor shall maintain a clean, undamaged set of contract drawings and shop drawings. In addition to maintaining one complete set of record drawings (herein referred to as "as-builts"), Contractor shall require each trade to do its own as-builts. The trade as-builts shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings. Adequacy of the drawings shall be determined by the District's representative. Contractor shall mark the set to show the actual installation where the installation varies from the work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and accurately where shop drawings are used, record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of the work.
- b. Contractor shall note related change order numbers where applicable. Contractor shall organize record drawings sheets into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set.
- c. At the end of the Project, the Contractor shall provide the District Representative with two complete sets of as-built drawings. The complete sets shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the District's representative or architect. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire alarm, gas and plumbing.

Article 53. UTILITY USAGE

- a. All temporary utilities, including but not limited to electricity, water, gas, and telephone used on work shall be furnished and paid for by Contractor. Contractor shall furnish and install necessary temporary distribution systems, including meters, if necessary, from distribution points to points on site where utility is necessary to carry on the work. Upon completion of work, Contractor shall remove all temporary distribution systems.
- b. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Project.
- c. All permanent meters installed shall be listed in the Contractor's name until completion occurs, as defined in Article 6 hereof, at which time further pro-rating will be determined if necessary. When the

District begins using the Project, charges over and above power actually used for construction will be the responsibility of the District.

- d. If the Contract is for construction in existing facilities, Contractor may, with written permission of the District, use the District's existing utilities by making prearranged payments to the District for utilities used by Contractor for construction.

Article 54. PROTECTION OF WORK AND PROPERTY

- a. The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this Contract. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and the Contract Documents. Contractor shall take all necessary precautions for the safety of employees on the Project and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of his organization on the work, whose duty shall be prevention of accidents. The name and position of the person so designated shall be reported to the District and to the Architect by Contractor.
- b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from either the District, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so authorized or instructed by the District. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.
- c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.
- d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto, and repair any damage thereto caused by construction operations. Contractor shall:
 - 1) Enclose working area with a substantial barricade, arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities, and perform work which may interfere with school routine before or after school hours. (This subsection applies to construction on existing school sites.)
 - 2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
 - 3) Deliver materials to the building area over a route designated by the District.

Article 55. CUTTING AND PATCHING

- a. Contractor shall do all cutting, fitting, or patching of work as required to make its several parts come together properly and fit it to receive or be received by work of other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure. Contractor shall make good after them as the Owner may direct.
- b. All cost caused by defective or ill-timed work shall be borne by party responsible therefore.
- c. Contractor shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor save with written consent of the District.

Article 56. CLEANING UP

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

Article 57. CORRECTION OF WORK BEFORE FINAL PAYMENT

- a. Contractor shall promptly remove from the premises all work condemned by the District as failing to conform to the Contract, whether incorporated or not. Contractor shall promptly replace and re-execute his own work to comply with the Contract Documents without additional expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- b. If Contractor does not remove such condemned work within a reasonable time, fixed by written notice, the District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) calendar days' time thereafter, the District may, upon ten (10) calendar days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

Article 58. ACCESS TO WORK

The District and its Representatives shall at all times have access to work wherever it is in preparation or

progress. Contractor shall provide safe and proper facilities for such access so that The District's Representatives may perform their functions under contract.

Article 59. OCCUPANCY

The District reserves the right to occupy buildings at any time before completion, and such occupancy shall not constitute final acceptance of any part of work covered by this Contract.

Article 60. TESTS AND INSPECTIONS

- a. If the Contract, the District's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, Contractor shall give notice in accordance with such authority of its readiness for observation or inspection at least two (2) working days prior to being tested or covered up. If inspection is by a public authority other than the District, Contractor shall inform the District of date fixed for such inspection. Observations by the District shall be promptly made and where practicable at source of supply. If any work should be covered up without approval or consent of the District, it must, if required by the District be uncovered for examination and satisfactorily reconstructed at Contractor's expense in compliance with the Contract.
- b. Where such inspection and testing are to be conducted by an independent laboratory or agency, such materials or samples of materials to be tested shall be selected by such laboratory or agency, or the District's representative, and not by Contractor. All test or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
- c. In advance of manufacture of materials to be supplied by Contractor under the Contract, which by the terms of the Contract must be tested, Contractor shall notify the District and the Architect in advance so that the District and its Representatives may arrange for testing of same at the source of supply. Any materials shipped by Contractor from the source of supply prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from the District's Representative that such testing and inspection will not be required, shall not be incorporated into the work without the prior approval of the District or its Representatives and subsequent testing and inspection.
- d. Reexamination of questioned work may be ordered by the District or its Representatives. If so ordered, work must be uncovered by Contractor. If such work is found to be in accordance with the Contract Documents, the District shall pay the costs of reexamination and replacement. If such work be found not to be in accordance with the Contract Documents, Contractor shall pay such costs.

Article 61. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the 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 correctly inserted, then upon application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

Article 62. LABOR/EMPLOYMENT SAFETY

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

Article 63. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 USC, section 15) or under the Cartwright Act (chapter 2 (commencing with section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

Article 64. SUBSTITUTION OF SECURITY

In accordance with Public Contract Code Section 22300, the District will permit the substitution of securities for any moneys withheld by the District to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor.

Article 65. COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION

- a. Contractor shall be required to comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") for all construction activity which results in the disturbance of in excess of five acres of total land area or which is part of a larger common area of development or sale. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan ("SWPPP") prior to initiating Work. In bidding on this Contract, it shall be Contractor's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the Contract amount.
- b. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District.
- c. Contractor shall comply with the lawful requirements of any applicable municipality, the County,

drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

Article 66. RESOLUTION OF CONSTRUCTION CLAIMS

a. The following shall be applicable to all Claims:

- 1) **Definition of Claim:** A "Claim" means a separate demand by the Contractor for (a) time extension, (b) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the District.
- 2) **Filing Claim is Not Basis To Discontinue Work:** The Contractor shall promptly comply with work under the Contract or work requested by the District even though a written claim has been filed. The Contractor and the District shall make good faith efforts to resolve any and all claims that may arise during the performance of the work covered by this Contract.

b. Procedure for Claims \$375,000 and Under:

- 1) Any formal claim of \$375,000 and under shall be processed as follows in accordance with Public Contract Code Section 20104 et. seq.:
 - (a) Claims less than \$50,000 For claims less than Fifty Thousand Dollars (\$50,000.00), the District shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim that the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the District and the Contractor. The written response of the District to the claim, as further documented, shall be submitted to Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by Contractor in producing the additional information, whichever is greater.
 - (b) Claims in Excess of \$50,000 For claims over Fifty Thousand Dollars (\$50,000.00), and less than or equal to Three Hundred Seventy-five Thousand Dollars (\$375,000.00), the District shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim that the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided by mutual agreement of the District and the Contractor. The written response of the District to the claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by Contractor in producing the additional information or requested documentation, whichever is greater.

- 2) Informal Meet and Confer Conference: If Contractor disputes the written response of the District, or the District fails to respond within the time prescribed, Contractor may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the failure of the District to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
- 3) Tort Claim: If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of the Title 1 of the California Government Code. For purposes of those provision, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his/her written claim until the time the claim is denied, including any period of time utilized by the meet and confer conference.

c. Procedures for Civil Actions to Resolve Disputed Claims:

- 1) Non-binding Mediation: Within sixty (60) days, but no earlier than thirty (30) days, following the filing of a responsive pleading, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation by both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediation, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause shown to the court. If the parties fail to select a mediator within the 15 day period, any party may petition the court to appoint the mediator.
- 2) Judicial Arbitration: If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the California Code of Civil Procedure, notwithstanding Section 1141.11 of the code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subsection consistent with the rules pertaining to judicial arbitration. Arbitrators shall be experienced in construction law.
- 3) Appeals: In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of the Code of Civil Procedure), any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the attorneys' fees on appeal of the other party.
- 4) Interest: In any suit filed pursuant to Public Contract Code Section 20104.4, the District shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in the court of law.

- d. **Rights and Remedies.** The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by the General Conditions and amendments thereto and all of the rights and remedies available to District thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.
- e. **Arbitration Award.** Pursuant to California Government Code Section 818, the Arbitrator shall have no jurisdiction to award punitive or exemplary damages.
- f. **Attorney's Fees and Costs.** In the event that any arbitration, action, suit or other proceeding is instituted to enforce any provision of this Contract, and/or to remedy, prevent, or obtain relief from a breach of this Contract, the prevailing party shall be entitled to recover all of its attorney's fees and costs incurred in each and every such arbitration, action, suit or other proceeding, including any and all appeals or petitions therefrom, except as may be provided to the contrary above. As used herein, attorney's fees shall be deemed to mean the full actual costs of any legal services actually performed in connection with the matters involved, calculated on the basis of the usual fees charged by the attorneys performing such services and shall not be limited to "reasonable attorney's fees" as defined by any statute or rule of court.

Article 67. INTEGRATION

- a. **Oral Modifications Ineffective.** No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, except by a waiver or modification thereof in writing and signed by the authorized representative of the District and the Contractor.
- b. **Contract Documents Represent Entire Agreement.** The Contract Documents represent the entire understanding of the District and Contractor as to those matters contained therein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents.

Article 68. DRUG-FREE WORKPLACE, NO ASBESTOS CERTIFICATION

Contractor shall, for all contracts involving state funds, submit a "Drug-Free Workplace Certification." This form is included in the Contract Documents and must be signed under the penalty of perjury and dated prior to commencing work on this Project.

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

- a. Should asbestos containing materials be installed by the Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:
1. Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).
 2. The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.
 3. The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.
 4. The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.
- b. If removal of asbestos containing materials is part of the Project, the cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs that may be incurred by the District shall be borne entirely by the Contractor.
- c. Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Contract, the Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Governing Board, employees, agents, representatives for all asbestos liability which may be associated with this work. The Contractor further agrees to instruct his/her employees with respect to the above-mentioned standards, hazards, risk and liabilities.

Article 69. MISCELLANEOUS

These Contract Documents shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of these Contract Documents, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. Except as otherwise provided in these Contract Documents, in the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

END OF GENERAL CONDITIONS DOCUMENT

DOCUMENT 00800: SPECIAL CONDITIONS

- A. Time of Performance/District Representative. The work shall be commenced on the date stated in the District’s notice to the Contractor to proceed (which date will be not less than five (5) consecutive calendar days after Award of Contract and shall be completed within forty-eight (48) consecutive calendar days from and after the date stated in such notice. District and Contractor each hereby stipulate that the stated performance period is accepted as reasonable and that no other performance period shall be acceptable unless accepted in writing (See Article 2 of Contract and Article 6 of General Conditions.) The District Representative for this Project is Brad Mason (bradmason@sbsd.net)

Target Milestones for the project are as follows:

Mandatory Bid Walk	August 17, 2021 9:00 a.m.
Bids Due:	August 20, 2021 1:00 p.m.
Notice to Proceed:	September 9, 2021
Schedule of Values Due:	September 8, 2021
Pre-Construction Meeting	September 20, 2021
Commence Work on Site:	October 1, 2021

- B. Liquidated Damages. If work under this Contract is not ready for the intended use within the specified time period, the agreed liquidated damages established in Article 6 of the General Conditions is five hundred dollars (\$500.00) per day for each calendar date completion is delayed.
- C. Documents Furnished. Drawings and specifications to be furnished electronically to the Contractor free of charge.
- D. Insurance. As provided in General Conditions, Contractor shall procure and maintain and shall require all subcontractors, if any, whether primary or secondary, to procure and maintain either:

Comprehensive General Liability Insurance
 With a combined single limit per occurrence
 of not less than. \$1,000,000

OR

Commercial General Liability Insurance
 (including automobile insurance) which provides
 limits of not less than:

1. Per occurrence (combined single limit)8 \$1,000,000
2. Project Specific Aggregate (for this Project only) \$1,000,000
3. Products/Completed Operations \$1,000,000

4. Personal & Advertising Injury limit \$1,000,000

AND

Automobile Liability Insurance

In the amount of not less \$1,000,000

per occurrence for bodily injury and property damage

Insurance Covering Special Hazards: Following special hazards shall be covered by riders or riders to above-mentioned commercial liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance, in amounts as follows:

Automotive and truck where operated in amounts as stated above.

Material hoist where used in amounts as stated above.

F. Executed Copies: The number of executed copies of the Contract, the Performance Bond, and the Payment Bond for Public Works required is four (4).

G. License Classification: Each bidder shall be a licensed Contractor pursuant to the Business and Professions Code and shall be licensed in the following classification:
B - General Builder.

H. Fingerprinting Requirement: Pursuant to the provisions of Article 24 of the General Conditions:

District Determination of Fingerprinting Requirement Application is as follows:

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

a. _____ are subject to the requirements of Education Code section 45125.2 and Paragraph (a) of Article 23 of the General Conditions.

b. X are not subject to the requirements of Education Code section 45125.2 and are subject to Paragraph (b) of Article 23 of the General Conditions.

I. Bid Protests: Bidders must submit bid protests within five (5) calendar days of the bid opening date or such protests shall be rejected as untimely. If the last day to submit a bid protest falls on a weekend or holiday, the bid protest deadline shall be extended to the next business day. Bid protests must be in writing and contain the name and address of the bidder, the name(s) of the bidder whose bid(s) are the subject of the bid protest, the legal and factual basis for the protest, and any supporting documentation related to the protest. Bid protest(s) must be submitted to: Brad Mason, Solana Beach School District Office, 309 North Rios Avenue, Solana Beach, CA 92075

DOCUMENT 00810: SUPPLEMENTAL GENERAL CONDITIONS

The following articles supersede the General Conditions as issued. When any article, paragraph or subparagraph is not modified or deleted by these SUPPLEMENTAL GENERAL CONDITIONS, the unaltered provisions of such Article, paragraph or subparagraph shall remain in effect.

Article 50. INSPECTOR'S FIELD OFFICE – Delete and replace with the following:

- a. No Inspector's Field Office is required.

LANDSCAPE MAINTENANCE AND LAND MANAGEMENT SPECIFICATIONS

A. SCOPE:

Contractor shall perform and complete the following services that include landscape maintenance and land management Districtwide. Said services include, but are not limited to, irrigation, pruning, shaping and trimming of trees, shrubs, ground cover, plants, fertilization control, plant disease and pest control, mowing, sweeping, maintenance and emergency repairs of related equipment and playground areas; pathways, irrigation and drainage systems and all other maintenance and land management services required to maintain all District schools and facilities, as stated in this contract, in a safe, attractive condition.

This work shall include all supervision, labor, materials, equipment, tools, supplies and services to maintain in a superior condition all landscape areas, irrigation and drainage systems and other related work. All work shall be performed in a workmanlike manner, using quality equipment, organic methods and materials.

- a. **Project Goal**
District landscape maintenance and management practices shall be employed to minimize waste, protect air and water quality, conserve energy and water, and protect all green areas at all sites.
- b. **Facilities where work is to be done:**
 1. District Office/Child Development Center: 309 North Rios Ave., Solana Beach, CA 92075.
 2. Skyline School: 606 Lomas Santa Fe Dr., Solana Beach, CA 92075.
 3. Solana Vista School: 780 Santa Victoria Rd., Solana Beach, CA 92075.
 4. Solana Santa Fe School: 6570 El Apajo Rd., Rancho Santa Fe, CA 92067.
 5. Solana Highlands School: 3520 Long Run Dr., San Diego, CA 92130.
 6. Solana Pacific School: 3901 Townsgate, San Diego, CA 92130.
 7. Carmel Creek School: 4210 Carmel Center Rd., San Diego, CA 92130.
 8. Solana Ranch School: 13605 Pacific Highlands Ranch Parkway, San Diego, CA 92130
- c. **Initial soil inspection**

1. The contractor shall, within 30 days of awarding contract, conduct a thorough, initial soil inspection of the athletic field at each District site. The purpose of this inspection is for the contractor to identify problem areas and/or any equipment, landscape features, or management practices that are contributing to the overall health and condition of green areas districtwide. Soil samples shall, at contractor's expense, be collected at every site and sent for analysis to a licensed laboratory.
2. Contractor shall provide copies of said reports to District representative within 72 hours of receiving information.
3. Contractor shall, upon receiving lab results from every site, develop a comprehensive plan to address any irregularities or issues arising from said reports, and submit these plans to a District representative.
4. After the initial soil inspections and analysis of District sites, contractor shall conduct, at its expense, a soil analysis of every district facility once a year, and/or, upon the request of a District representative to analyze an area deemed unhealthy or in distress.

Article 71. GENERAL REQUIREMENTS

a. Contractor Requirements:

1. Contractor must have a valid California C-27 license throughout the duration of this contract.
2. Contractor must be registered with the Department of Industrial Relations and provide the District with copies of its DIR Number and expiration information.
3. Contractor must have assigned to the project at least one employee possessing a California State Chemical Applicator's License for the control of weeds, plant diseases and other pests.
4. Contractor must have assigned to the project at least one employee who has successfully completed the Pollution Prevention Training & Certification Program for Surface Cleaners.
5. Contractor must have assigned to the project at least one employee who is a Certified Irrigation Technician.
6. Contractor must have assigned to the project at least one employee who is a Certified Arborist or Certified Tree Worker (International Society of Arboriculture).
7. Contractor must have assigned to the project at least one employee who has experience or training in Integrated Pest Management (IPM) techniques.

b. Insurance Requirements:

1. Contractor shall maintain insurance validity as required in the bid documents throughout the contract period.

c. Compliance with District policies and regulations

1. All services rendered under this contract shall be provided in accordance with State and Federal regulations, and contractor shall, at all times, adhere to the policies and

conditions described in this contract. Failure to do so will result in the District terminating this agreement.

d Work Requirements

1. Contractor shall conduct all operations between the hours of 7:00 a.m. and 3:00 p.m. – Monday – Friday. If weekend or holiday work is scheduled and pre-approved by District’s representative, it shall be done between the hours of 8:00 a.m. and 3:00 p.m.
2. Any non-emergency work that may be deemed hazardous or disruptive in nature (i.e., fertilization, aeration, tree pruning) shall be scheduled at least one (1) week in advance and pre-approved by District representative.
3. The District reserves the right to change/modify any landscape service or landscape management schedule to accommodate special events. The District shall provide to the contractor a five (5) day notice of its intent to change/modify the work schedule.

e Protection of Existing Property

1. Contractor must protect all existing plant material, structures, facilities, utilities, and natural areas from damage – both above and below ground. Any damages shall be reported immediately to District’s representative. Any damages caused by contractor or its employees shall be corrected and repaired immediately at no cost to the District.
2. Contractor shall protect all District property from accidental chemical, fuel, or oil spills.
3. Contractor shall not wash or blow soil, chemicals, litter, mulch, soil amendments, or any material into storm drains.

f Safety

1. Contractor shall, at all times, exercise safety precautions designed to protect the public, district employees, and most importantly the students.

g Management and Supervision of Contractor’s Personnel

1. Contractor shall provide a list that includes all contractor’s and subcontractor’s employees assigned to a work site including their specific assignment. Contractor must update this list within 3 business days of any change.
2. Contractor must insure of any of its workers working at any of the District’s eight facilities are either United States citizens, or have a legal right to work in the United States.
3. Contractor shall assign a qualified and well-trained project manager to oversee any work performed at any of the District’s eight sites. This individual shall:
 - Serve and act as the contractor’s liaison with District representative.
 - Supervise and inspect daily operations performed at any of the District’s eight sites.
 - Communication: read, write, and understand English. This individual shall, at District’s request, provide written schedules and monthly reports noting any deficiency that needs correcting.

- Conduct monthly site inspections with District representative to analyze and determine if the current maintenance plan in place, per site, is living up to the terms and conditions of this contract, or needs modifications.
4. Contractor's personnel shall:
 - Adhere to basic public works standards for working attire which includes: uniform shirts with contractor's name or logo clearly visible.
 - Wear proper and adequate shoes and other equipment required by local or State safety regulations to ensure their safety.
 - Attire to be maintained in a neat and presentable fashion.
 5. Contractor's personnel shall:
 - Prior to commencing work at any of the District's eight sites, workers must report to the site's front office and/or with the Plant Foreman in charge, to discuss possible issues or concerns that need immediate correction.
 - After concluding maintenance or services at any of the District's eight sites, workers must report to the site's front office and/or with the Plant Foreman in charge, to report that their work is concluded and they are now leaving the site.

h Supplies and Equipment

1. Contractor shall implement strategies in work operations designed to reduce fossil fuel consumption and emissions by doing the following:
 - Use hand powered equipment, when possible, to reduce noise and avoid disruption to classes.
 - Minimize the usage of gas-powered equipment like blowers, weed eaters, lawn mowers, and chainsaws at any of the following locations: classrooms, playgrounds, garden beds, or office buildings.
 - Select the smallest, most fuel-efficient equipment to accomplish a task.
 - Maintain equipment in optimum operating conditions.

i Inspection Reports

1. Contractor shall submit a written report each month stating all contract work completed districtwide. The report shall show in detail the work completed during each contract week, and shall be submitted to the District along with a monthly billing statement. The report shall include irrigation inspections, IPM monitoring, soil and pest management organic treatments, as well as other relevant applications.
2. Unusual horticultural problems such as pests, disease and damages that are beyond the scope of the Contractor's responsibility shall be brought to the attention of a District's representative immediately.
3. The District, through a designated representative, shall make periodic inspections insuring that complete and continuous maintenance is fulfilled. In addition, the District reserves the right to obtain the services of an approved horticultural specialist to inspect plantings and make recommendations for improvements in the maintenance program.

j Work Performance

1. Contractor is responsible for:
 - Having thoroughly investigated and considered the scope of services to be performed under this contract.
 - Carefully consider how the services should be performed in compliance with State and Federal guidelines, and by adhering to the scope of this contract.
 - Fully understand the facilities, difficulties, and restrictions, attending to the performance of the services required. Contractor is responsible to investigate the area and be fully acquainted with the conditions.
2. Should the Contractor discover any latent or unforeseeable conditions, which will materially affect the performance of services, Contractor shall immediately inform the District's representative of such fact and shall not proceed except at Contractor's risk until written instructions are received from a District's representative.
3. Plants or trees, irrigation systems, etc., damaged by traffic accidents, vandalism, or adverse weather conditions shall be reported immediately to a representative of the District.

k Extra Work

1. Unforeseen work will be classified as new or extra work when determined by the District that such work is not covered by these specifications. Upon notification that new or extra work will be required, the contractor shall submit an itemized, written cost proposal for such work to the District. If such proposal or cost exceeds bid limit thresholds, as described in Public Contract Code sections 20111, the new or extra work will be subject to a new bid process. Should the proposal be acceptable to the District, the contractor shall be advised in writing, and upon receipt of such written notification, shall begin the work within five (5) working days or as agreed to between the contractor and the District.
2. The Contractor shall do such new or extra work in accordance with the agreement for extra work and with the provisions of these specifications and shall furnish all labor, materials and equipment. Payment for extra work performed shall be as agreed to by the contractor and the District or as bid. Compensation for material will not exceed contractor cost plus the percentage fee stated in the Bid Form. Contractor must provide invoice copies to be compensated for materials.

l Emergency Contact Information

1. Contractor shall supply at least three emergency telephone numbers of employees responsible to handle emergency situations. Said employees shall be fluent in English.
2. The District will provide contractor with emergency numbers for the District representatives and emergency personnel.

Article 72. LANDSCAPE STANDARDS AND MAINTENANCE REQUIREMENTS

a Overview

1. The contractor shall maintain the specified landscape areas in an integrated approach, consistent with the standards set forth by the Solana Beach School District.
 - The District landscape maintenance plan and required standards are part of a larger natural ecosystem of the City of Solana Beach, County of San Diego and City of San Diego. The materials and methods used to maintain the District's landscape standards and maintenance requirements support the health, diversity, and sustainability of the region.
 - Contractor shall characterize all District's school sites microclimates and range in exposures as a precursor for developing a water management program.
 - Contractor shall nurture the soil to create a healthy soil that supports a healthy landscape by protecting the soil from compaction and erosion, replenishing organic matter and mulching, using slow release and organic fertilizers and eliminating the use of chemicals that harm beneficial soil organisms.
 - Contractor shall conserve water by effectively and efficiently managing District's irrigation systems. Irrigation schedules shall be established according to plant and turf areas need.
 - Contractor is responsible for protecting the District's water supply by reducing runoff, reduce contaminants in runoff through an integrated pest management program (IPM), and by increasing the soil's ability to remove pollutants from runoff through steps such as mulching bare soil.
 - Contractor shall identify plant species currently present at all school sites and:
 - 1) determine plant species, and 2) determine plant water usage based on its classification.
2. Contractor shall, at its expense and on a yearly basis, unless otherwise deemed necessary by the contractor or the District, collect and submit soil samples to an accredited and approved testing laboratory to determine soil and plant health. At a minimum, one soil sample shall be collected from turf and one from shrub/ground cover areas that are representative of site conditions. Sample collection procedures shall adhere to recommendations of the soil testing laboratory. Contractor shall request that the laboratory make recommendations based on an "organic" approach to soil and landscape management. Submit soil lab report and any proposed soil amendments and additional costs to District representative for analysis. After review and written approval by the District, amend the soils according to said laboratory's recommendations. The approved soils laboratory recommendations shall be considered a part of this specification.

b Soil and Nutrition Management

1. The primary objective of the Solana Beach School District is to have a healthy,

biologically diverse soil that can support beautiful and healthy plant, shrub, tree, and turf areas. A key tenet in landscaping is to cultivate a functional living soil which shall then provide nutrient elements as needed to sustain a healthy and attractive environment while avoiding excessive growth that might attract pests. Therefore, landscape maintenance activities shall be implemented to nurture biological activity, provide organic material, and protect soil from damage. In addition, the contractor shall:

- Protect soil from compaction by cultivating soil when it is moderately moist; wet and dry soils shall not be cultivated.
 - Scheduling maintenance operations that require driving equipment over the soil (e.g. mowing turf) when the soil is dry.
 - Protecting the soil from erosion by maintaining a minimum of 2" mulch cover over bare soil.
 - Minimizing use of blowers in planting beds and on turf areas.
 - Using coarse mulch on slopes to avoid washing of mulch into storm drains.
2. Contractor shall submit soil samples for testing as described previously– Site Analysis. The types and quantities of fertilizer and/or soil amendments to be applied shall be determined from the results of the soil analysis and shall be based on an 'organic' approach to soil management.
 3. Where plant micronutrient deficiencies are suspected, plant tissue analyses are recommended to determine need for fertilizer application.
 4. Maintaining organic mulch:
 - Contractor shall maintain a minimum of 2" [substitute 'minimum of 3" 'if required by the District's water conservation ordinance] of organic mulch at all times over soil surface that is not covered by vegetation. Mulch shall be applied so that it is below grade (curb, edging, etc.) by half an inch. Some additional grading preparation and grading of areas adjacent to sidewalks, playgrounds, basketball courts, etc., may be required to keep the finished grade of the mulch at an appropriate level.
 - Contractor shall practice grass cycling (discussed further under Turf Management section).
- c Fertilizers and other soil amendments:
1. Contractor shall use organic fertilizers and soil amendments from natural sources that release elements slowly.
 2. Contractor must supply fertilizer and soil amendment labels including the guaranteed analysis identifying components of the material and the percentage of nutrient content.
 3. Contractor is required to apply the appropriate amount of organic fertilizer to supply the specified quantity of nutrient as determined by soil analysis and/or plant tissue analysis.
 4. Contractor shall apply and manage organic fertilizers and amendments to prevent pollution of surface and ground water and to avoid creating a nitrogen draft in the soil or toxicity to plants.

5. Application frequency of organic fertilizers or soil amendments shall be determined by plant need and assessed through soil and/or tissue analyses. However, for bidding purposes the maximum annual number of applications shall be provided by the contractor:
 - Trees, shrubs, woody ground covers: One {1} time per year.
 - Herbaceous ground covers, perennials: Two (2) times per year.
 - Turf: Five (5) times per year.

d Water Management Conservation Goals:

1. Landscapes shall be irrigated to maintain plant appearance and health, and managed to conserve water and avoid overspray and water damage to District's hardscape and property.
2. Irrigation application rates and distribution uniformity are best assessed through an irrigation audit. Contractor shall perform an irrigation audit and examination of all District's irrigation systems and stations at least once a month.
3. Contractor shall conduct an inventory of the District's irrigation systems.
4. The water budget approach to irrigation scheduling shall be used to match plant, turf, trees, shrubs, and overall green areas' need with water application and avoid over? irrigation and overspray.
5. Irrigation intervals and frequency shall be suitable for weather conditions, soil infiltration rates, and plant species' rooting depth and water requirements within each hydro-zone.
6. Irrigation frequency shall be based on ET (evapotranspiration) data (available through CIMIS). Irrigation shall be applied at approximately 60% allowable depletion (AD) for turf and annuals, 70% for non-drought tolerant and 90% for drought tolerant plantings.
7. Irrigation duration within each hydro-zone shall be based on the soil infiltration rate, species water requirement and rooting depth within the hydro-zone, and the application rate and distribution uniformity of the irrigation system within that zone. Enough water shall be applied at each irrigation cycle to wet through the depth of root zone. Where runoff occurs, the application time shall be divided into shorter time intervals and repeated as needed.
8. Irrigation frequency for each hydro-zone shall be adjusted a minimum of every four weeks to reflect ET expected in the next month.
9. For sites with controllers that monitor ET and adjust schedules automatically, the Contractor shall program the controller according to manufacturer specifications, and monitor to ensure that frequency is appropriate.
10. Landscape irrigation shall be scheduled between 8:00 p.m. and 4:00 a.m. to avoid irrigating during school hours and/or after school activities.

e Irrigation Monitoring

1. Contractor shall monitor soil moisture within plant root zones using a soil probe or shovel and adjust irrigation schedules accordingly if a soil moisture sensor is not signaling the irrigation controller.
2. Contractor shall observe irrigation systems in operation at all school sites and

facilities to identify and correct water runoff or standing water problems at least once a week.

3. Contractor shall determine irrigation run time demand monthly by recording water meter reading before and after irrigation (if site has a separate irrigation meter). This data should be reconciled with run times and flow rates to determine if there is unusual consumption which may indicate stuck valves or leaks.
4. Contractor shall provide monthly irrigation reports to District representative of every school site or facility. Said reports must contain detailed information related to irrigation per station/valve and the amount of water applied to turf areas, plants, shrubs, and trees.

f Irrigation with Recycled Water

Recycled water shall be distributed and used in a manner that meets all Federal, State, County, and City requirements and which shall achieve the following:

1. For landscapes irrigated with recycled water and containing salt sensitive plants, the Contractor should increase irrigation frequency and duration to allow for elevated salts in the water and reduce salt accumulation in the root zone.
2. As a general guideline it is recommended that irrigation frequency adjusted to 50% allowable depletion (AD) for turf areas and annuals, 60% for non-drought tolerant plantings and 80% for drought tolerant plantings.
3. Once a month during the summer, irrigation duration should be increased by 20% to leach salts below plant root zones.
4. Contractor must attend and participate in all County and City irrigation tests and audits.

g Irrigation System Maintenance and Repair

1. Contractor shall maintain the District's irrigation system districtwide for optimum performance, as per manufacturer's specifications, by inspecting the entire system on an ongoing basis. This includes cleaning and adjusting all sprinkler and bubbler heads, drip emitters and valves for proper coverage.
2. Contractor shall inspect the irrigation system at every school site or District facility in operation to ensure proper function at least once a week or when system operating.
3. Contractor shall repair all malfunctioning equipment prior to the next scheduled irrigation. However, contractor shall notify the District's representative of their intent to repair malfunctioning equipment.
 - All irrigation replacement parts shall be of the same manufacturer, type, and application rates as existing, or approved equals or upgrades.
 - All irrigation repairs shall be charged on an hourly basis as specified in Article 70; Subsection (d) - "limits of work".
 - All replacement parts and materials for irrigation repairs shall not exceed contractor's total cost plus the percentage fee stated in the Bid Form for overhead/administrative costs.
4. Irrigation system pressure shall be checked and adjusted at least monthly during

season of operation.

5. Four times a year (spring, summer, autumn, and winter), at a minimum, the Contractor shall:
 - Ensure all flush valve/cap locations are visible.
 - Ensure valve boxes are visible and can be opened.
 - Inspect valves, filters, and pressure regulators for damage or leaks. Check wire splices.
 - Clean valve boxes of dirt and debris.
 - Flush filters. A hose can be attached to the flush cap to keep water out of the valve box.
 - Inspect and clean filters. If necessary, replace damaged or torn filters.
 - Flush laterals.
 - Make sure plants have adequate numbers of drip emitters for their size.
6. Test backflow preventers.
 - Sprinkler heads shall be modified as needed to avoid overspray.
 - Contractor shall maintain and submit monthly documentation of irrigation checks and legends noting any adjustment to the systems.

h Integrated Pest Management (IPM)

1. An integrated pest management program shall be implemented to maintain healthy, attractive plants, and to maximize resistance to pests and out compete weeds.
2. The IPM program shall monitor for presence of pests and to evaluate pest impact to plant health and appearance, and nuisance to the public.
3. The IPM program shall provide control treatments (organic) that have no negative effects on all but the pest, and that protects air and water quality.
4. Contractor shall never use pesticides or chemicals at any of the District's school sites as they are potentially hazardous to humans. Instead, contractor shall use non-pesticide or non-chemical alternatives.
5. The IPM program shall handle insects and plant/tree diseases in the following manner:
 - Contractor shall identify primary plant species and cultivars in the landscape (key plants) and the pests that commonly cause significant harm to plant health or appearance (key pests).
 - Contractor shall monitor landscape areas to identify presence of beneficial insects and pests, determine populations, life stage, and degree of damage to plants. This information will be the basis on which pest control methods are initiated. Records of monitoring activity shall be kept.
 - Contractor shall rely on an IPM which uses a range of cultural, mechanical, physical, organic, and biological control methods and not pesticides or chemicals.
 - A number of maintenance practices or modifications of them can make the environment unfavorable for pest reproduction, movement, or survival. Often simply modifying an existing maintenance practice, such as timing of pruning or fertilization, can produce positive results. Other mechanical or physical practices

may specifically combat plant pests or increase host resistance. Key treatments include:

- Fostering a healthy soil, judicious fertilization only when needed, and managing irrigation appropriately.
- Pruning to remove infected or infested branches and shoots. Timed pruning to avoid periods of insect infestation. For example, prune pines and eucalyptus in the winter (December through February) when bark beetles and borers are inactive.
- Removing fallen twigs, leaves, and fruit that contains disease inoculum.
- Mulching soil surface to reduce weeds and to reduce splashing and the drops of mud that would protect spores deposited on plant surfaces.
- Trapping insects using sticky surfaces (also used for monitoring). Mechanical traps can be used to control rodents.
- Bringing to attention of District plants that are diseased or insect prone and suggesting resistant plant replacements or those better suited to the site and microclimate.

6. Landscapes shall be maintained in a healthy and attractive manner.
7. Contractor shall identify key weeds present and design weed manage program to target those species.
8. Contractor shall remove all invasive plants not planted intentionally.
9. Cultural/Mechanical/physical methods will be used as the first choice in weed management and shall:
 - Monitor planting areas frequently to identify and eradicate weeds early in the growth stage prior to their setting seed.
 - Cut or pull weeds using hand operated equipment where possible.
 - Mulches shall be maintained at all times over soil surface that is not covered by vegetation.

i Plant Growth Control

1. The goals of plant growth control are to maintain healthy, attractive plants within the planting space allotted with minimal removal and disposal of vegetative growth.
2. Plants shall be pruned selectively to remove individual stems or branches that extend beyond the natural conformation of the plant to a lateral branch or at the point of attachment.
3. Existing hedges that have been maintained by shearing in the past and that do not have adequate space to grow to mature plant size can continue to be maintained by shearing. For hedges that have not yet been maintained by shearing: shearing of plants into formal shapes shall be avoided as this destroys the natural form of the plant and generates excessive waste.
4. Plants having adequate space for development shall instead be selectively pruned on an as needed basis.

5. Where plant size must be controlled because of inadequate space for the plant, prune to reduce size by cutting individual branches or stems to interior lateral branches at appropriate locations. Contractor will notify the District where hedges could be replaced with size appropriate plants to eliminate requirement for shearing.
6. Tree pruning shall be performed only by trained, experienced personnel. An I.S.A. Certified Arborist or Tree Worker is to be present at all times during pruning.
7. For projects that adjoin open space areas, manage growth of grasses shrubs and trees to minimize fire risk. Contractor shall maintain vegetation clearances as required by the San Diego County Fire Marshall. Where recommended clearances would negatively affect plant health or environmental quality, Contractor will contact the Fire Marshall for a field inspection and recommendation.
8. Irrigation and fertilization programs shall be designed to avoid excessive plant growth that would require additional pruning or mowing to manage.

j Waste Management

1. Debris removal and clean up – the contractor shall keep all landscaped areas, walkways, building entries, and exits free from trash and debris. Debris clean up with brooms and rakes is preferred to blowers.
2. Contractor shall separate all plant debris that cannot be reused on site and other discarded materials that are readily recyclable and transport to appropriate recycling facilities.

k Landscape Repair or Refurbishment

1. When landscapes are repaired and/or refurbished, the Contractor shall employ District guidelines to enhance the sustainability of the landscape and reduce waste.
2. Contractor shall replace high input plants with species better suited to location and use.

Species should be selected that are:

- Appropriate size at maturity for planting site
 - Native to region and/or drought tolerant
 - Resistant to significant pests
 - Non-invasive
 - Increase diversity of the plant palette.
3. Reduce amount of area occupied by high water use plantings where possible and suggest alternative plantings to District representative for decorative turf, especially turf areas less than 8 feet wide.
 4. Reuse materials removed from the landscapes that are in good condition.
 5. When buying new materials, select recycled content materials where possible.
 6. When irrigation systems are replaced or upgraded, install high efficiency systems.

Article 73. LANDSCAPE SPECIFICATIONS FOR PLANT TYPES AND LANDSCAPE ZONES

a Turf Areas Districtwide

1. Standards for Health and Appearance:
 - Turf shall be maintained to sustain an attractive appearance, and good health with deep roots uniform green color, and uniform density with no bare spots.
2. Protect Environmental Resources:
 - Turf shall be maintained using materials and methods that protect environmental quality and human health, conserve water and energy, minimize waste, and reuse and recycle materials to the extent possible.
3. Mowing and Edging:
 - Turf shall be mowed and edged at regular intervals to maintain healthy growth and a neat appearance.
 - Grass-cycling shall be employed for all turf areas. Grass-cycling requires an integrated management system of irrigation, mowing height, and mowing frequency:
 - Mow often, at least once a week during the growing season.
 - Mow when the turf is dry; at least one the day following irrigation.
 - Maintain equipment to keep blades sharp and balanced; usually sharpen once a week. Keep area under the mower deck clean.
 - Mulching mowers are more effective, but not required for grass-cycling.
 - Leave clippings on the turf. A second pass over clumps or windrows may be necessary if clippings are long. Clipping may not be left on turf in clumps or windrows.
 - Seasonal rains may require temporarily halting of grass-cycling because of excessive moisture. If that is the case, the Contractor shall ensure the clippings are picked up and transported to a plant debris recycling facility.
 - Turf will be mowed at a height appropriate for the species of turf, for example:
 - Tall fescue 2-3"
 - Bluegrass, ryegrass, red fescue 1.5-2.5"
 - Dichondra, bermudagrass 0.5-1.0"
 - Turf will be cut with appropriately sized equipment which will give a neat appearance without rutting, sliding over or scalping the turf.
 - Mowing patterns will be changed weekly, or however often necessary, to avoid rutting.
 - Turf areas adjacent to pavements shall be edged on a vertical plane every other mowing.
 - A string trimmer or shears shall be used to trim around valve boxes, header boards, etc., in the turf, on a regular basis to maintain a neat appearance.
 - Turf shall be maintained away from the base of features in the turf at the following distances, for example:

- Trees 24"
- Signs and similar features 4"
- Buildings and other structures 4"
- Clippings will be removed from paved surfaces the day of the mowing and edging.
- Contractor shall take care to avoid damaging plants, equipment, signs, buildings, vehicles, etc. during turf maintenance operations. Any trees which have more than 50% of the circumference of the trunk tissue removed or damaged by string trimmers or mowers shall be considered destroyed and shall be replaced at the Contractor's expense with like species and size.
- Leaf Litter:
 - Mulch leaf litter with mowers as needed throughout the fall and winter months. Large concentrations of leaves may require pickup. Rakes are to be used for leaf litter removal over blowers.
 - Leaf litter will not be allowed to accumulate to the point that it will damage or kill turf.
 - Aerating and Dethatching:
 - Aerate turf areas at least three times per year at every school site or facility. Use equipment with hollow tines that removes a soil core. Topdress with one-fourth inch to one-half inch fine compost. Overseed to fill in thin spots and to crowd out weeds.
 - Dethatch turf when thatch accumulates to a one-half inch thickness by cutting with a vertical mower.
 - Aeration and dethatching activities should be scheduled to coincide with active growth period of the turf species, avoid hot weather conditions, and avoid peak time of crabgrass and other weed seed germination.
- 4. Water Management:
 - Turf shall be irrigated to provide adequate water to maintain an attractive, green, healthy turf, and moderate growth rate during its growing season, without stimulating excessive growth rates.
 - The water budget approach to irrigation scheduling shall be used to match turf need with water application and avoid over irrigation.
 - Irrigation frequency under normal conditions should not exceed three times per week.
- 5. Soil and Nutrient Management:
 - Contractor shall incorporate composted organic amendments into soil prior to planting annuals or replanting damaged turf or ground cover.
 - Fertilization shall be managed to provide moderate, not excessive, turf growth, and to avoid polluting surface and ground waters. Grass-cycling reduces the fertilization requirement of turfgrass by fifteen to twenty percent.
 - Fertilizer applications are to be made on a prescription basis only when soil and/or plant tissue analyses identify specific deficiencies.
 - Contractor shall select fertilizers that are released over a period of time, are

predominantly organic and derived from natural sources, are produced locally, and will not pollute surface and ground water when properly used to provide primary nutrient needs of turf.

6. Pest Management:

- Contractor is responsible for monitoring turf to identify and assess pest problems. and to taking action to control pests that affect turf health and appearance when pest populations or damage exceed established thresholds.
- Contractor shall employ integrated pest management procedures as noted in the IPM section.
- Contractor shall select pest controls to provide adequate pest control without harming non-target organisms, or negatively affect air and water quality and public health. Pest management shall rely first on cultural, mechanical, physical, organic, and biological control methods first.
- Contractor shall not use chemicals or pesticides at any District facility.

7. Ground Cover:

- Ground covers shall be maintained to sustain an attractive, healthy, normal color for the species, and uniform density with no bare spots. Ground covers shall be kept free of trash and debris.
- Ground cover shall be maintained using materials and methods that protect environmental quality and human health, conserve water and energy, minimize waste, and reuse and recycle materials to the extent possible.
- Ground covers shall be trimmed on a regular basis to maintain pavements and other features clear of vegetation.
- The edge of woody ground covers (e.g. rosemary, cotoneaster) shall be maintained by pruning individual branches or stems to interior lateral branches a minimum of six inches and maximum of twelve inches from the edge of pavement.
- The edge of herbaceous ground covers (e.g. hypericum) may be maintained using turf edging equipment.
- When ground covers become excessively woody or develop thatch in excess of four inches, the Contractor shall prune the planting severely to rejuvenate it. For most woody ground covers, prune to a height of approximately six to eight inches. Herbaceous ground covers may be mowed at an appropriate height, generally four to six inches. This treatment shall only be applied in the late winter/early spring when ET is low and regrowth will occur quickly.
- Contractor is encouraged to chip all vegetative materials use on site as mulch and/or compost and use as soil amendment.
- If ground cover pruning must be removed from site, they must be kept free of other types of inorganic debris and transported to a local composting facility or transfer station that offers a separate processing (and often discounts) of plant debris for composting.

8. Mulching:
- Contractor shall maintain a minimum of two inches [substitute a minimum of three inches if required by the District's water conservation ordinance] of coarse organic mulch at all times over bare soil areas that is not covered by ground cover. Mulch shall be applied so that it is below grade (curb, edging, etc.) by one-half inch. Some additional grading preparation and grading of areas adjacent to sidewalks or edging, etc., may be required to keep the finish grade of the mulch at an appropriate level. Mulch materials shall be chipped or shredded plant debris wood chips from pruning operations. When available, utilize chipped plant pruning generated on site. (Contractor Supplied and Installed)

Shrub Areas Districtwide

9. Shrubs shall be maintained to sustain an attractive and healthy plant that is characteristic for the species.
10. Shrubs shall be maintained using materials and methods that protect environmental quality and human health, conserve water and energy, minimize waste, and reuse and recycle materials to the extent possible.
11. Selective pruning:
- Shrubs shall be pruned selectively only as necessary to enhance their natural shape.
 - Where plant size must be controlled because of inadequate space for the plant, prune to reduce size by cutting individual branches or stems to interior lateral branches at appropriate locations.
12. Hedging and shearing:
- Existing hedges that have been maintained by shearing in the past and do not have adequate space to grow to mature plant size, can continue to be maintained by shearing. Suggest to District alternative plantings to these existing hedges that can be maintained in their natural shape for future renovations.
 - For hedges that have not yet been maintained by shearing: shearing of plants into formal shapes shall be avoided as this destroys the natural form of the plant and generates excessive waste.
 - Plants having adequate space for development shall instead be selectively pruned on an as needed basis.
 - Where plant size must be controlled because of inadequate space for the plant, prune to reduce size by cutting individual branches or stems to interior lateral branches at appropriate locations. Contractor will notify District where hedges could be replaced with size appropriate plants to eliminate requirement for shearing.
 - Trimmings generated by pruning shall either be chipped and used as mulch on the site, or transported to a plant debris recycling facility.

b Tree Areas Districtwide

1. Standards for Health and Appearance:
- Trees shall be maintained to sustain an attractive, healthy and structurally

stable look that is characteristic for the species.

2. Protect Environmental Resources:

- Trees shall be maintained using materials and methods that protect environmental quality and human health, conserve water and energy, and minimize waste to the extent possible.

3. Tree Pruning:

- All tree pruning shall be performed only by trained, experienced personnel. An I.S.A. Certified Arborist or Tree Worker is to be present at all times during pruning activities. Arborist must have a State of Calif. Contractor's License for Tree Service (C61, D49).
- All pruning shall be in accordance with the Best Management Practices for Pruning (International Society of Arboriculture, 2002), and adhere to the most recent editions of the American National Standard for Tree Care Operations (Z133.1) and Pruning (A300).
- Young trees shall receive annual pruning for up to five years after planting by personnel trained in pruning to develop tree structure. The purpose of the pruning is to direct the tree into the appropriate form for the species and the site and to develop a strong branch structure. Trees with co-dominant trunks and multiple branch attachments shall be pruned to correct those defects over a period of several years.

Trees shall be pruned in the following manner:

- Clear the crown of diseased, crossing, weak and dead branches. Trees shall not be routinely thinned.
- Provide a fourteen-foot vertical clearance over roads, eight feet over walkways; seven feet in patio/playground areas.
- Reduce end weight on heavy, horizontal branches.
- Create a strong central trunk with lateral branches spaced vertically and horizontally.
- Interior branches shall not be stripped out.
- No more than twenty percent of live foliage shall be removed within the trees.
- Trees shall not be climbed with spurs.
- Branch removal or reduction cuts (thinning cuts) are to be employed rather than heading cuts. Trees shall not be topped or headed back.
- No green palm fronds shall be removed above a horizontal line drawn across the base of the crown.
- Schedule pruning to avoid time of bud break, flowering and leaf drop on live branches, and to avoid peak periods of insect and disease activity for pests to which the tree species is susceptible.
- Pruning operations shall be conducted in a manner that does not damage surrounding and understory plants and structures.

4. Staking Trees:

- Tree stakes, ties and guys shall be checked regularly to ensure trees are not being damaged. Adjust ties and stake as necessary to prevent girdling and wounding.
 - Tree stakes shall be removed within two years of planting. For trees unable to stand alone after two years, Contractor will shorten the stakes and lower the ties to a three to four-foot height. If after the third year the tree will not stand without a stake, Contractor will inspect to determine cause of instability, and make recommendations to District for corrective action.
 - If new ties are needed to secure tree to stake, use ties composed of recycled materials. The tie must be broad, have a smooth surface where it contacts the trunk, and provide some elasticity. Wire covered with hose, tubing or other materials, and covered electrical wire are not acceptable materials.
5. Open Spaces – Brush Management
- Contractor is responsible for the District’s brush management activity in open spaces and must be done in a manner that both reduces fire hazards and minimizes impacts to undisturbed native or naturalized vegetation. The contractor is responsible to conduct this activity year-round.
 - Contractor shall maintain vegetation clearances and manage fuel loads at all district sites by adhering to Brush Management Guidelines as required by the City of San Diego and/or City of Solana Beach.
6. Hardscape Areas Districtwide
- Contractor shall keep all hardscape areas, walkways, building entries and exits free from trash and debris.
 - Contractor shall clean hard surfaces on a weekly basis to remove accumulation of sediment, dirt, or other materials that may create a safety hazard.
 - Potential root damage to hardscapes shall be reported immediately to District representatives. Corrective action will be determined and directed as an extra service.
 - Contractor shall clean the surface of any pavement area like walkways and parking lots on a weekly basis.
7. Playground Areas Districtwide
- Loose fill surfacing materials require special maintenance. High use public playgrounds, such as child development centers and schools, should be checked on a weekly basis to ensure surfacing has not displaced significantly, particularly in areas of the playground most subject to displacement (e.g., under swings and slide exits). Contractor shall ensure the following conditions are checked at least once a week at all school sites: every school site:
- Contractor shall make sure all playground equipment has adequate surfacing (engineered wood fiber or sand) under and around it.
 - Contractor is responsible for tiling woodchips and sand on a weekly basis at all school sites.
 - Contractor shall perform routine inspections of all playground areas districtwide

and report any of the following issues:

- Broken equipment such as loose bolts, missing end caps, cracks, etc.
 - Broken glass and other trash shall be removed immediately.
 - Cracks in plastic areas
 - Loose anchoring
 - Hazardous or dangerous debris
 - Insect damage
 - Problems with surfacing (woodchip or sand replenishment)
 - Displaced loose fill surfacing
 - Holes, flakes, and/or buckling of unitary surfacing
 - User modifications (such as ropes tied to parts or equipment rearranged)
 - Vandalism
 - Worn, loose, damaged, or missing parts
 - Wood splitting
 - Rusted or corroded metals
 - Melting plastic materials
 - Rot
- Contractor shall report any problems to District's representative and should fix the problem as soon as possible. If temporary closure of a playground area is required, it must be reported immediately to the Plant Foreman of the school. For repairs, the following conditions apply:
 - All repairs and replacements of equipment parts should be completed following the manufacturer's instructions.
 - All replacement parts and materials shall not exceed contractor's total cost plus the percentage stated in the Bid Form for overhead/administrative costs. Hourly rates for installation shall adhere to the same hourly rates as specified.
 - User modifications, such as loose ended ropes tied to elevated parts, should be removed immediately.
 - Areas under swings and slide exits where displace surfacing occurs shall be raked and bring loose fill back into place.
 - Areas where woodchips or sand exists shall be raked weekly and spread evenly to achieve and maintain a fluffy and soft condition.

DOCUMENT 01000: SCHOOL SITES SCHEDULES

Site No. One (1) - District Office/Child Development Center

MONDAY

<u>Contractor</u>	<u>Time frame</u>	<u>Description of Work</u>
Worker # 1	7:00 a.m. To 9:00 a.m.	1 st person (2) hours: Mow and edge small turf areas around office and Child Development Center.
Worker # 2	7:00 a.m. To 9:00 a.m.	2 nd person (2) hours: Blow down and vacuum the parking lots and sidewalks around the office's and Child Development Center.
Worker # 3	7:00 a.m. To 9:00 a.m.	3 rd person (2) hours: Blow down and vacuum around all playground areas. Rake sand and woodchips as specified in "Playground Area" section.
Important: All equipment that creates excessive noise such as mowers, trimmers, edgers, blowers, and vacuums must be turned off by 9:00 a.m.		

<u>Contractor</u>	<u>Time frame</u>	<u>Description of Work</u>
Worker # 1	9:00 a.m. To 12:00 p.m.	1 st person (3) hours: Water the palm and fruit trees, planter areas and turf areas which are not automatically watered by controllers. After hand watering by hose is finished, place manual sprinklers that are to be changed every 15 minutes on turf or ground cover areas depending on season. Trim weeds, and attend planters around buildings and by front office.
Worker # 2	9:00 a.m. To 1:00 p.m.	2 nd person (4) hours: Mow athletic field area
Worker # 3	9:00 a.m. To 11:00 a.m.	3 rd person (2) hours: Mow turf area between warehouse and Child Development Center's paved playground and edge the athletic field.

<u>Contractor</u>	<u>Time frame</u>	<u>Description of Work</u>
Worker # 1	12:00 p.m. To 3:00 p.m.	1st person (3) hours: Conduct an irrigation check, clean, and adjust sprinkler systems.
Worker # 2	12:00 p.m. To 3:00 p.m.	2nd person (3) hours: Pull weeds growing in between asphalt, concrete cracks, around perimeter fencing, and behind building on the south side of property. Clean and trim ground cover from drainage swale.
Worker # 3	12:00 p.m. To 3:00 p.m.	3rd person (3) hours: Rake leaves and weeds along outer perimeter of athletic field. Remove broad leaf weeds in the turf and ice plant. Trim warehouse building areas and turf area.

By signing this document, contractor acknowledges and agrees to follow the schedule as stated above for the aforementioned school site. Contractor also acknowledges the schedule can be changed at the districts discretion.

Please Sign: _____

Site No. Two (2) – Skyline School

MONDAY

<u>Contractor</u>	<u>Time frame</u>	<u>Description of Work</u>
Worker # 1	7:00 a.m. To 9:00 a.m.	1 st person (2) hours: Trim plants and weed areas around buildings. Edge all lawn and blow down the sidewalks and walkways.
Worker # 2	7:00 a.m. To 9:00 a.m.	2 nd person (2) hours: Trim plants and weed around trees and along edges.
Worker # 3	7:00 a.m. To 9:00 a.m.	3 rd person (2) hours: Blow down and vacuum around all playground areas. Rake sand and woodchips as specified in "Playground Area" section.
Important: All equipment that creates excessive noise such as mowers, trimmers, edgers, blowers, and vacuums must be turned off by 9:00 a.m.		

<u>Contractor</u>	<u>Time frame</u>	<u>Description of Work</u>
Worker # 1	9:00 a.m. To 3:00 p.m.	1 st person (6) hours: Finish cleaning up sidewalk planters around buildings using brooms and rakes. Remove plants and debris from asphalt and between concrete cracks including the lower basketball and volleyball playground. Blow down and vacuum the lower asphalt playground.
Worker # 2	9:00 a.m. To 3:00 p.m.	2 nd person (6) hours: Trim plants and weed areas along Lomas Santa Fe Drive and the entrance and exit driveways. Edge and clean along gutters of the street and parking area. Conduct an irrigation check and clean valve boxes.
Worker # 3	9:00 a.m. To 3:00 p.m.	3 rd person (6) hours: Mow athletic field. Clear the drainage swales along the property's northern edge. Trim plants along slope edges and weed Trip Hedges along walkways to upper buildings. Edge plants along Lomas Santa Fe Drive sidewalk. Trim plants coming through fences along each fence of turf field and the south fence along Lomas Santa Fe Drive.

By signing this document, contractor acknowledges and agrees to follow the schedule as stated above for the aforementioned school site. Contractor also acknowledges the schedule can be changed at the districts discretion.

Please Sign: _____

Site No. Three (3) – Solana Vista School
(Not included in the first year of contract)

TUESDAY

<u>Contractor</u>	<u>Time frame</u>	<u>Description of Work</u>
Worker # 1	7:00 a.m. To 10:00 a.m.	1st person (3) hours: Trim plants and weed areas around buildings and play structures.
Worker # 2	7:00 a.m. To 10:00 a.m.	2nd person (3) hours: Blow down and vacuum sidewalks, hallways, and parking areas.
Worker # 3	7:00 a.m. To 10:00 a.m.	3rd person (3) hours: Blow down and vacuum around all playground areas. Rake sand and woodchips as specified in "Playground Area" section.

<u>Contractor</u>	<u>Time frame</u>	<u>Description of Work</u>
Worker # 1	10:00 a.m. To 12:00 pm	1st person (2) hours: Trim plants and weed by the main entrance parking lot, driveway, and sidewalk along Santa Victoria and blow down. Check for trash along front slopes.
Worker # 2	10:00 a.m. To 12:00 pm	2nd person (2) hours: Sweep sand and blow sand off the asphalt by the playground area. Trim and rake up planters around buildings, mainly at the front office.
Worker # 3	10:00 a.m. To 12:00 pm	3rd person (2) hours: Clean up around the front office and classroom buildings.

<u>Contractor</u>	<u>Time frame</u>	<u>Description of Work</u>
Worker # 1	12:00 p.m. To 3:00 p.m.	1st person (3) hours: Mow entire athletic field (baseball diamond) and turf areas.
Worker # 2	12:00 p.m. To 3:00 p.m.	2nd person (3) hours: Mow entire athletic field (baseball diamond) and turf areas.
Worker # 3	12:00 p.m. To 3:00 p.m.	3rd person (3) hours: Conduct an irrigation check and make necessary adjustments, remove plants between asphalt and concrete cracks, especially in basketball and volleyball playground areas. Clean the drainage swales, trim ice plant along sidewalks and along streets.

By signing this document, contractor acknowledges and agrees to follow the schedule as stated above for the aforementioned school site. Contractor also acknowledges the schedule can

changed at the districts discretion.

Please Sign: _____

Site No. Four (4) – Solana Santa Fe School

TUESDAY

<u>Contractor</u>	<u>Time frame</u>	<u>Description of Work</u>
Worker # 1	7:00 a.m. To 10:00 a.m.	1st person (3) hours: Mow turf with "Push Man" mower along front of the school.
Worker # 2	7:00 a.m. To 10:00 a.m.	2nd person (3) hours: Edge lawn and blow down sidewalks.
Worker # 3	7:00 a.m. To 10:00 a.m.	3rd person (3) hours: Blow down and vacuum around all playground areas. Rake sand and woodchips as specified in "Playground Area" section.

<u>Contractor</u>	<u>Time frame</u>	<u>Description of Work</u>
Worker # 1	10:00 a.m. To 3:00 p.m.	1st person (5) hours: Mow and edge turf and athletic field. Edge and trim around fence perimeter and baseball diamond. Weed Whack weeds on the outside of the athletic turf field perimeter fence and the large drainage ditch.
Worker # 2	10:00 a.m. To 3:00 p.m.	2nd person (5) hours: Clean the parking lot and trims. Remove weeds from the planters, clean and remove weeds in and around buildings. Remove plants in between asphalt and concrete cracks.
Worker # 3	10:00 a.m. To 3:00 p.m.	3rd person (5) Conduct an irrigation check, clean valve box, and make necessary adjustments. Clean the drainage swale along the northern slope of property. Trim acacias and shrubs along the fence line and slope on the north side of property.

By signing this document, contractor acknowledges and agrees to follow the schedule as stated above for the aforementioned school site. Contractor also acknowledges the schedule can be changed at the districts discretion.

Please Sign: _____

Site No. Five (5) – Solana Highlands School

WEDNESDAY

<u>Contractor</u>	<u>Time frame</u>	<u>Description of Work</u>
Worker # 1	7:00 a.m. To 10:00a.m	1st person (3) hours: Mow turf with “Push Man” mower at the front of school, west side of school on High Bluff Dr., East Parking Lot entrance leading towards rear park, and kindergarten area.
Worker # 2	7:00 a.m. To 10:00a.m	2nd person (3) hours: Edge lawn, trim, weed, prune plants and shrubs, and clean areas.
Worker # 3	7:00 a.m. To 10:00a.m	3rd person (3) hours: Blow down walkways, sidewalks, and patio between buildings A & B, back of school on asphalt areas, and kindergarten playground.
Worker # 4	10:00 a.m. To 3:00 p.m	4th person (3) hours: Vacuum all playground structures, rake sand and woodchips in the playgrounds located in the kindergarten area. Vacuum and rake all playground structures located behind building A and B.
Worker # 5	10:00 a.m. To 3:00 p.m	5th person (3) hours: Conduct irrigation system inspection. All sprinklers and irrigation stations are to be tested at this time. The system should be performing in optimum conditions to avoid over spraying and/or low pressure.

By signing this document, contractor acknowledges and agrees to follow the schedule as stated above for the aforementioned school site. Contractor also acknowledges the schedule can be changed at the districts discretion.

Please Sign: _____

Site No. Six (6) – Carmel Creek School

THURSDAY

<u>Contractor</u>	<u>Time frame</u>	<u>Description of Work</u>
Worker # 1	7:00 a.m. To 10:00a.m	1st person (3) hours: Mow with "Push Man" mower at front of school, the west side of school on Carmel Creek Road, the east parking lot entrance leading towards the park along the fence, and the kindergarten area.
Worker # 2	7:00 a.m. To 10:00a.m	2nd person (3) hours: Edge and trim lawn, weed, prune plants and shrubs, and clean areas.
Worker # 3	7:00 a.m. To 10:00a.m	3rd person (3) hours: Blow down walkways, sidewalks, front parking lot, kindergarten playground area, and back of school.
Worker # 4	10:00 a.m. To 3:00 p.m	4th person (3) hours: Vacuum all playground structures and rake woodchips in the kindergarten playground area, and the woodchips in the playground located at back of school.
Worker # 5	10:00 a.m. To 3:00 p.m	5th person (3) hours: Conduct an irrigation system inspection. All sprinklers and irrigation stations to be tested at this time. The system should be performing in optimum conditions to avoid over spraying and/or low pressure.

By signing this document, contractor acknowledges and agrees to follow the schedule as stated above for the aforementioned school site. Contractor also acknowledges the schedule can be changed at the districts discretion.

Please Sign: _____

Site No. Seven (7) - Solana Pacific School

THURSDAY

<u>Contractor</u>	<u>Time frame</u>	<u>Description of Work</u>
Worker # 1	7:00 a.m. To 10:00 a.m.	1 st person (3) hours: Mow, edge and trim the athletic field.
Worker # 2	7:00 a.m. To 10:00 a.m.	2 nd person (3) hours: Mow all other turf areas (except athletic field).
Worker # 3	7:00 a.m. To 11:00 a.m.	3 rd person (4) hours: Remove trash and debris from athletic field. Blow down and sweep all sidewalks, walkways, play areas, lunch areas, and north/south parking lots.
Worker # 4	7:00 a.m. To 11:00 a.m.	4 th person (4) hours: Edge all turf areas (except athletic field). Clean up areas of trash and debris. Weed and trim planters around buildings.

<u>Contractor</u>	<u>Time frame</u>	<u>Description of Work</u>
Worker # 1	12:00 p.m. To 3:00 p.m.	1 st person (3) hours: Weed, trim, and clean up east slope.
Worker # 2	12:00 p.m. To 3:00 p.m.	2 nd person (3) hours: Vacuum all playground structures and rake woodchips at all three playground areas.
Worker # 3	1:00 p.m. To 3:00 p.m.	3 rd person (2.5) Conduct an irrigation system inspection. All sprinklers and irrigation stations are to be tested at this time. The system should be performing in optimum conditions to avoid over spraying and/or low pressure.

By signing this document, contractor acknowledges and agrees to follow the schedule as stated above for the aforementioned school site. Contractor also acknowledges the schedule can be changed at the districts discretion.

Please Sign: _____

Site No. Eight (8) - Solana Ranch School

FRIDAY

<u>Contractor</u>	<u>Time frame</u>	<u>Description of Work</u>
Worker # 1	7:00 a.m. To 10:00 a.m.	1 st person (3) hours: Mow, edge and trim the Athletic field.
Worker # 2	7:00 a.m. To 10:00 a.m.	2 nd person (3) hours: Mow all other turf areas (except athletic field).
Worker # 3	7:00 a.m. To 11:00 a.m.	3 rd person (4) hours: Remove trash and debris from athletic field. Blow down and sweep all sidewalks, walkways, play areas, lunch areas, and Southwest/Northwest parking lots.
Worker # 4	7:00 a.m. To 11:00 a.m.	4 th person (4) hours: Edge all turf areas (except athletic field). Clean up areas of trash and debris. Weed and trim planters around buildings and parking lot areas.

<u>Contractor</u>	<u>Time frame</u>	<u>Description of Work</u>
Worker # 1	12:00 p.m. To 3:00 p.m.	1 st person (3) hours: Weed, trim, and clean up South slope.
Worker # 2	12:00 p.m. To 3:00 p.m.	2 nd person (3) hours: Vacuum all playground structures and rake woodchips.
Worker # 3	1:00 p.m. To 3:00 p.m.	3 rd person (2.5) hours: Conduct an Irrigation system inspection. All sprinklers and irrigation stations are to be tested this time. The system should be performing in optimum conditions to avoid over spraying and/or low pressure.

By signing this document, contractor acknowledges and agrees to follow the schedule as stated above for the aforementioned school site. Contractor also acknowledges the schedule can be changed at the districts discretion.

Please Sign: _____