



**California Uniform Public Construction Cost Accounting Act**

**Informal Bid Documents**

**Public Contract Code §§ 22000 et seq.**

**(Project Value Between \$60,000 and \$200,000)**

**Bid No. 2023-21-022P**

**ECHS Truax Exterior Improvements-HVAC #872-730**

**Bid Responses due at 10:00AM on 10-11-2022**

## **TABLE OF CONTENTS**

1. Notice to Bidders
2. Instructions to Bidders
3. Bid Forms
4. Contract
5. Performance and Payment Bonds
6. General Conditions
7. Project Forms

# **OCEANSIDE UNIFIED SCHOOL DISTRICT**

## **ECHS Truax Exterior Improvements Roof & HVAC #872-730**

**BID No. 2023-21-022P**

**1. NOTICE TO BIDDERS**

## NOTICE TO BIDDERS

### (Prequalified Bidders Only)

1. Notice is hereby given that the Oceanside Unified School District's ("District") Board of Education ("Board") of the County of San Diego, State of California, will receive sealed informal bids for the construction associated with the **ECHS Truax Exterior Improvements Roof & HVAC #872-730** ("Project") up to, but not later than, 10:00 a.m., on October 11<sup>th</sup> 2022, and will thereafter publicly open and read aloud the bids. All bids shall be received at the District's Office, Business Services department located at 2111 Mission Ave. Oceanside, CA 92058.
2. Each bid shall be completed on the Bid Proposal Form included in the Contract Documents, and must conform and be fully responsive to this invitation, the plans and Specifications and all other Contract Documents. Copies of the Bid and Contract Documents are available electronically

<https://www.dropbox.com/sh/b0rf8i48inccfyd/AAAgSdA3lta0e38hOjupfw4ha?dl=0>

and/or by contacting CCM/MAAS: Ricardo Morehead – Construction Manager, [rmorehead@califcm.com](mailto:rmorehead@califcm.com) (310) 889-8543 **AND** Nick McGrew – Deputy Program Manager, [nmcgrew@califcm.com](mailto:nmcgrew@califcm.com) (310) 903-6614. While the Bid and Contract Documents may be available through other plan rooms or sites, the District does not guarantee the authenticity or completeness of the Bid and Contract Documents obtained from such other plan rooms or sites.

3. Bids will be accepted by the District only if the Bidder submitting the bid proposal has been prequalified and has been deemed a "Qualified Contractor" for the nature and scope of the work hereunder. The bid proposal of a Bidder who is not a "Qualified Contractor" for the nature and scope of the work shall be rejected for non-responsiveness. Each Bidder shall complete, execute, and submit with its bid proposal the District's Prequalification Application Information confirming that there are no material adverse changes to any of the information provided by the Bidder in its Prequalification Application submitted to the District. The District expressly reserves the right to verify the information provided by the Bidder in its Prequalification Application has not been subject to material adverse changes. If, in the reasonable determination of the District, material adverse changes have occurred to the information provided by a Bidder in its Prequalification Application, the District may reject the bid proposal of such Bidder for non-responsiveness.
4. In accordance with Public Contract Code section 20111, each bid shall be accompanied by cash, a cashier's or certified check, or a bidder's bond executed by an admitted surety insurer, made payable to the District, in an amount not less than ten percent (10%) of the maximum amount of the bid. The bid security shall be given as a guarantee that the Bidder to whom the Contract is awarded will execute the Contract Documents and will provide

the required payment and performance bonds and insurance certificates within ten (10) days after the notification of the award of the Contract.

5. This is a public works project and the successful Bidder shall comply with the provisions of the Labor Code pertaining to payment of the generally prevailing rate of wages and apprenticeships or other training programs. The California Department of Industrial Relations (“DIR”) has made available the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft, classification or type of worker needed to execute the contract, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available to any interested party upon request and are online at <http://www.dir.ca.gov/DLSR>. The Contractor and all Subcontractors shall pay not less than the specified rates to all workers employed by them in the execution of the Contract. It is the Contractor’s responsibility to determine any rate change. During the work and pursuant to Labor Code section 1771.4(a), the DIR shall monitor compliance with prevailing wage requirements and enforce the Contractor’s prevailing wage obligations.
6. The schedule of per diem wages is based upon a working day of eight (8) hours. The rate for holiday and overtime work shall be at least time and one half.
7. The substitution of appropriate securities in lieu of retention amounts from progress payments in accordance with Public Contract Code section 22300 is permitted.
8. Pursuant to Public Contract Code section 4100 et seq., each bid shall include the name, the location of the place of business, the California contractor license number, and public works contractor registration number of each Subcontractor who shall perform work or labor or render service or fabricate or install work for the contractor in excess of one-half of one percent (0.5%) of the contractor’s total bid price. The bid shall describe the type of the work to be performed by each listed Subcontractor.
9. No bid may be withdrawn for a period of sixty (60) days after the date set for the opening for bids, except as provided by Public Contract Code section 5100 et seq.
10. ***The District reserves the right to reject any and all bids and to waive any informalities or irregularities in the bidding.***
11. Minority, female, and disabled veteran contractors are encouraged to submit bids.
12. The Project is subject to compliance monitoring and enforcement by the DIR. In accordance with Labor Code sections 1725.5 and 1770 et seq., all Bidders, contractors and subcontractors working at the site shall be registered with the DIR at the time the Contract is awarded and at all relevant times. Proof of registration shall be provided as to all such contractors and subcontractors prior to the commencement of any work. A bid proposal submitted without Bidder’s DIR registration verification duly completed and executed and/or without setting forth the DIR registration number for each Subcontractor identified

in the Subcontractor List Form shall result in rejection of the bid proposal for non-responsiveness.

13. Pursuant to Public Contract Code section 3300, the District requires that each Bidder must possess, at the time the Contract is awarded, the following classifications of California State Contractor's License: **C-20 License**

The Contractor's California State License number shall be clearly stated on the Bidder's proposal. Any Bidder not so duly and properly licensed shall be subject to all penalties imposed by law. No payment shall be made for work, labor, materials, or services provided under the Contract for the work unless and until the Registrar of Contractors verifies to the District that the Bidder awarded the Contract is properly and duly licensed to perform the work.

14. Pursuant to and in accordance with Labor Code section 1771.1, each Bidder shall be a DIR Registered Contractor when submitting a bid proposal. The bid proposal of a Bidder who is not a DIR Registered Contractor shall be rejected for non-responsiveness. All Subcontractors identified in the Bidder's Subcontractor List Form shall be DIR Registered Contractors at the time the bid proposal is submitted.

15. The District's Board found that the Project is substantially complex and therefore requires a standard retention amount of **five percent (5%) of each progress payment**.

16. Bidders' Conference and Site Walk. A mandatory Bidders' pre-bid conference and site walk in compliance with Public Contract Code section 6610 will be held at **400 RANCHO DEL ORO DRIVE, OCEANSIDE, CA 92057**, on **9-20-22** at **10:00AM** for the purpose of acquainting all prospective Bidders with the Contract Documents and the Project site. The mandatory Bidders' pre-bid conference and site walk shall not occur within a minimum of five (5) calendar days of the publication of the initial notice. Failure to attend the conference may result in the disqualification of the bid of the non-attending Bidder.

17. A payment bond is required for a public works contract involving an expenditure in excess of twenty-five thousand dollars (\$25,000.00). Separate payment and performance bonds, each in an amount equal to 100% of the total Contract amount, are required, and shall be provided to the District prior to execution of the Contract and shall be in the form set forth in the Contract Documents. All bonds (Bid, Performance, and Payment) must be issued by a California admitted surety insurer as defined in California Code of Civil Procedure section 995.120.

By: Oceanside Unified School District, Bond Construction Management Office  
2111 Mission Ave., Bldg. E Oceanside, CA 92058  
Attn: Ricardo Morehead Email: rmorehead@califcm.com

Notice sent to contractors listed with the District, in compliance with Public Contract Code section 22034, on **9-14-22**.

# **OCEANSIDE UNIFIED SCHOOL DISTRICT**

**ECBS Truax Exterior Improvements-HVAC #872-730**

**BID No. 2023-21-022P**

## **2. INSTRUCTIONS TO BIDDERS**

## INSTRUCTIONS TO BIDDERS

Each bid submitted to the Oceanside Unified School District (“District”) for the **ECHS Truax Exterior Improvements-HVAC #872-730** (“Project”) shall be in accordance with the following instructions and requirements, which are part of the Contract Documents for this Project.

Deadline For Receipt of Bids. Each bid shall be sealed and submitted to the Oceanside Unified School District, Bond Construction Management Office 2111 Mission Ave., Bldg. E Oceanside, CA 92058 no later than 10:00 a.m. on **10-11-22**. The District suggests that bids be hand delivered in order to ensure their timely receipt. Any bids received after the time stated, regardless of the reason, shall be returned, unopened, to the Bidder.

1. Schedule of Events.

<b>Event</b>	<b>Dates</b>
Provide Notice to Listed Contractors	<b>9-13-22</b>
Mandatory Conference and Site Walk at <b>400 RANCHO DEL ORO DRIVE, OCEANSIDE, CA 92057</b>	<b>9-20-22</b>
Requests for Clarifications to the Bid Documents Due	<b>9-27-22</b>
Responses to Requests for Clarifications Sent	<b>9-30-22</b>
Bids Due	<b>10-11-22</b>
District Sends Out Notice of Intent to Award	<b>10-14-22</b>
District Awards Project at 11-15-22 Board Meeting	<b>11-16-22</b>

2. Bidders’ Conference and Site Walk. Mandatory Bidders’ pre-bid conference and site walk will be held on 9-20-22 at 10:00am for the purpose of acquainting all prospective Bidders with the Contract Documents and the Project site.
3. Requests for Information. A Bidder’s failure to request clarification or interpretation of an apparent error, inconsistency or ambiguity in the Contract Documents waives that Bidder’s right to thereafter claim any entitlement to additional compensation based upon an ambiguity, inconsistency, or error, which should have been discovered by a reasonably prudent Contractor, subject only to the limitations of Public Contract Code section 1104. To the fullest extent permitted by law, District expressly disclaims responsibility for assumptions a Bidder may draw from the presence or absence of information in the Bid Documents or Contract Documents. Any questions relative to the bid shall be in writing and directed to the District Bond Office at the address specified for receipt of bid proposals. These requests shall be submitted to the District at least ten (10) working days prior to the date the bid is due.



4. Bid Proposal Forms. All bid proposals shall be made on the Bid Proposal Form provided by the District. All items on the Bid Proposal Form shall be filled out in ink. Numbers should be stated in both words and figures where so indicated; conflicts between a number stated in words and in figures are governed by the words. The signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures.
5. Execution of Forms. Each bid shall give the full business address of the Bidder and must be signed by the Bidder or Bidder's authorized representative with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation or partnership shall be furnished. A Bidder's failure to properly sign required forms may result in rejection of the bid. All bids must include the Bidder's contractor license number(s) and expiration date(s).
6. Bid Security. In accordance with Public Contract Code section 20111, each bid shall be accompanied by cash, a cashier's or certified check, or a bidder's bond executed by an admitted surety insurer, made payable to the District, in an amount not less than ten percent (10%) of the maximum amount of the bid, inclusive of any additive alternate bid items. A bid bond shall be secured from an admitted surety company licensed in the State of California and satisfactory to the District. The bid security shall be given as a guarantee that the Bidder will enter into the Contract if awarded the work, and in the case of refusal or failure to enter into the Contract within ten (10) calendar days after notification of the award of the Contract or failure to provide the payment and performance bonds and proof of insurance as required by the Contract Documents, the District shall have the right to award the Contract to another Bidder and declare the bid security forfeited. The District reserves the right to pursue all other remedies in law or equity relating to such a breach including, but not limited to, seeking recovery of damages for breach of contract. Failure to provide bid security, or bid security in the proper amount, shall result in rejection of the bid proposal.
7. Withdrawal of Bid Proposals. Bid proposals may be withdrawn by the Bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of sixty (60) days after the opening of bids, except as provided by Public Contract Code section 5100 et seq.
8. Addenda or Bulletins. The District reserves the right to issue addenda or bulletins prior to the opening of the bids. Any addenda or bulletins issued prior to bid time shall be considered a part of the Contract Documents. If the District issues any addenda during the bidding, the failure of any Bidder to acknowledge such addenda in its bid proposal shall render the bid rejected for non-responsiveness.

9. Bonds. The successful Bidder shall be required to submit payment and performance bonds as specified in and using the bond forms included with the Contract Documents. All required bonds shall be based on the maximum total contract price as awarded, including additive alternates, if applicable.
10. Rejection of Bids and Award of Contract. *The District reserves the right to waive any irregularities in the bid and reserves the right to reject any and all bids.* The Contract will be awarded, if at all, within sixty (60) calendar days after the opening of bids to the lowest responsible, responsive Bidder, subject to the Board's approval. The time for awarding the Contract may be extended by the District with the consent of the lowest responsible, responsive Bidder.
11. Execution of Contract. The successful Bidder shall, within ten (10) calendar days of the Notice of Award of the Contract, sign and deliver to the District the executed Contract along with the bonds and certificates of insurance required by the Contract Documents. In the event the successful Bidder fails or refuses to execute the Contract or fails to provide the bonds and certificates as required, the District may declare the Bidder's bid deposit or bond forfeited as liquidated damages, and may award the work to the next lowest responsible, responsive Bidder, or may reject all bids and, in its sole discretion, call for new bids. In all cases, the District reserves the right, without any liability, to cancel the award of Contract at any time prior to the full execution of the Contract.
12. Drawings and Specifications. All drawings, specifications and other documents used or prepared during the Project shall be the exclusive property of the District.
13. Evidence of Responsibility. Upon the request of the District, a Bidder shall submit promptly to the District satisfactory evidence showing the Bidder's financial resources, the Bidder's experience in the type of work being required by the District, the Bidder's availability to perform the Contract and any other required evidence of the Bidder's qualifications and responsibility to perform the Contract. The District may consider such evidence before making its decision to award the Contract. Failure to submit requested evidence may result in rejection of the bid.
14. Taxes. Applicable taxes shall be included in the bid prices.
15. Bid Exceptions. Bid exceptions are not allowed. If the Bidder has a comment regarding the Bid Documents or the scope of work, the Bidder shall submit those comments to the District for evaluation at least ten (10) working days prior to the opening of the bids. No oral or telephonic modification of any bid submitted will be considered and a sealed written modification may be considered only if received prior to the opening of bids. Emailed or faxed bids or modifications will not be accepted.

16. Discounts. Any discounts which the Bidder desires to provide the District must be stated clearly on the Bid Proposal Form itself so that the District can calculate the net cost of the bid proposal. Offers of discounts or additional services not delineated on the Bid Proposal Form will not be considered by the District in the determination of the lowest responsible, responsive Bidder.
17. Quantities. The quantities shown on the plans and Specifications are approximate. The District reserves the right to increase or decrease quantities as desired.
18. Prices. Bidders must quote prices F.O.B. unless otherwise noted. Prices should be stated in the units specified and Bidders should quote each item separately.
19. Samples. On request, samples of any products being bid shall be furnished to the District.
20. Substitutions. In describing any item, the use of a manufacturer or brand does not restrict bidding to that manufacturer or brand, but is intended only to indicate quality and type of item desired, except as provided in Public Contract Code section 3400. Substitute products may be considered either prior to or after the award of the Contract in accordance with section 3400 and as set forth in the Contract Documents. All data substantiating the proposed substitute as an “equal” item shall be submitted with the written request for substitution. The District reserves the right to make all final decisions on product and vendor selection.
21. Container Costs and Delivery. All costs for containers shall be borne by the Bidder. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, handling, processing and labeling. Packages shall be so constructed to ensure safe transportation to the point of delivery.
22. Bid Negotiations. A bid response to any specific item of the bid using terms such as “negotiable,” “will negotiate,” or similar phrases will be considered non-responsive.
23. Prevailing Law. In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. All equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law, including but not limited to Labor Code sections 1771, 1778 and 1779.
24. Allowances. An “allowance” means an amount included in the bid proposal for work that may or may not be included in the Project, depending on conditions that will become known only after the Project is underway.
25. Subcontractors. Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100 et seq., every Bidder shall, on the enclosed Subcontractor List Form, set forth:
  - a. The name, the location of the place of business, the California contractor license number, and public works contractor registration number of each Subcontractor

who shall perform work or labor or render service or fabricate or install work for the contractor in excess of one-half of one percent (0.5%) of the contractor's total bid price.

- b. If the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent (0.5%) of the Bidder's total bid, Bidder agrees that Bidder is fully qualified to and shall perform that portion of the work. The successful Bidder shall not, without the written consent of the District or compliance with Public Contract Code section 4100 et seq., either:
    - 1) Substitute any person as Subcontractor in place of the Subcontractor designated in the original bid;
    - 2) Permit any subcontract to be voluntarily assigned or transferred or allow the work to be performed by anyone other than the original Subcontractor listed in the bid; or
    - 3) Sublet or subcontract any portion of the work in excess of one-half of one percent (0.5%) of the Contractor's total bid as to which the Contractor's original bid did not designate a Subcontractor.
26. Examination of Contract Documents and Work Site. Before submitting a bid proposal, all Bidders shall carefully examine the Contract Documents, including the plans and Specifications, shall visit the site of the proposed work, and shall fully inform themselves of all conditions in and about the work site, as well as applicable federal, state and local laws and regulations that may affect the work. No Bidder shall visit the site without prior authorization of the District. Bidders shall contact the District Bond Office for coordination of site visits.
27. Form and Approval of Contract. The Contract Documents must be approved by the Board and its legal counsel. The Bidder selected by the District shall execute the contract provided by the District.
28. Licenses and Permits. Each Bidder shall at all times possess all appropriate and required licenses or other permits to perform the work as identified in the Contract Documents. Upon request, each Bidder shall furnish the District with evidence demonstrating possession of the required licenses or permits.
29. Denial of Right to Bid. Contractors or Subcontractors who have violated state law governing public works, pursuant to Labor Code section 1770 et seq., shall be denied the right to bid on this public works contract.

30. Bidders Interested in More Than One Bid. No person, firm, or corporation shall make, or file, or be interested in more than one bid. However, 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 from submitting a prime proposal. The form of Non-Collusion Declaration included in the Contract Documents shall be completed and duly executed on behalf of the Bidder. The failure of a Bidder to submit a completed and executed Non-Collusion Declaration with its Bid shall render the Bid non-responsive.
31. Contractors State License Board. Contractors and Subcontractors are required by law to be licensed and regulated by the California Contractors State License Board.
32. Additive and Deductive Items: Method of Determining Lowest Bid. Pursuant to Public Contract Code section 20103.8, if the bid solicitation includes additive and/or deductive items, the method checked [X] below shall be used to determine the lowest bid
- \_\_\_\_\_ (a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.
- \_\_X\_\_ (b) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation or Bid Proposal Form as being used for the purpose of determining the lowest bid price.
- \_\_\_\_\_ (c) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the District before the first bid is opened.
- \_\_\_\_\_ (d) The lowest bid shall be determined in a manner that prevents any information that would identify any of the Bidders or the proposed Subcontractors or suppliers from being revealed to the District before the ranking of all Bidders from lowest to highest has been determined.

If no method is checked, sub-paragraph (a) shall be used to determine the lowest bid.

Notwithstanding the method used by the District to determine the lowest responsible, responsive Bidder, the District retains the right to add to or deduct from the Contract any of the items included in the bid solicitation.

33. Public Records Act. Responses to the Bid Documents will become the property of the District and subject to the California Public Records Act, Government Code section 6250 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY” may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. Any responses that indiscriminately identify all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked “Confidential,” “Trade Secret,” or “Proprietary,” each respondent agrees, by submission of its response for the District’s consideration, to defend and indemnify the District, its Board, employees, agents, and assigns, from all costs and expenses, including attorney’s fees, in any action or liability arising under the Public Records Act.
34. Quality. All equipment and materials used in the installation should be new. Used, refurbished or repurposed equipment or material will not be acceptable.
35. Bid Protest. Any bid protest must be in writing and received by the District Bond Office before 5:00 p.m. no later than three (3) calendar days following the issuance of a Notice of Intent to Award the bid, and shall comply with the following requirements:
- a. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation.
  - b. The party filing the protest must have actually submitted a bid for the Project. A Subcontractor of a Bidder submitting a bid for the Project may not submit a bid protest. A Bidder may not rely on the bid protest submitted by another Bidder, but must timely pursue its own protest.
  - c. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based.
  - d. The protest must include the name, address and telephone number of the person representing the protesting Bidder.
  - e. The Bidder filing the protest must concurrently transmit a copy of the bid protest and all supporting documentation to all other Bidders with a direct financial interest which may be affected by the outcome of the protest, including all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
  - f. The Bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District before 5:00 p.m. no later

than two (2) working days after the deadline for submission of the bid protest or receipt of the bid protest, whichever is sooner, and shall include all supporting documentation. Such response shall also be transmitted by the responding party concurrently to the protesting Bidder and to all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

- g. The procedure and time limits set forth in this Section are mandatory and are the Bidder's sole and exclusive remedy in the event of bid protest. By submitting a bid, each Bidder agrees that failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.
- h. If the District determines that a protest is frivolous, the protesting Bidder may be determined to be non-responsible and that Bidder may be determined to be ineligible for future contract awards by the District.
- i. A "working day" for purposes of this Section means a weekday during which the District's office is open and conducting business, regardless of whether or not school is in session.

**[END OF INSTRUCTIONS TO BIDDERS]**

# **OCEANSIDE UNIFIED SCHOOL DISTRICT**

**ECHS Truax Exterior Improvements-HVAC #872-730**

**BID No. 2023-21-022P**

**3. BID FORMS**



**BID PROPOSAL FORM**

ATTN: Board of Education of the Oceanside Unified School District

Dear Members of the Board of Education:

The undersigned, doing business under the name of \_\_\_\_\_, having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Notice to Bidders, the Instructions to Bidders, the General Conditions, Drawings and Specifications, and all other Contract Documents for the proposed installation services associated with the **ECHS Truax Exterior Improvements-HVAC #872-730** (“Project”), and having accurately completed the Bidder’s Prequalification Application, proposes to perform all work and activities in accordance with the Contract Documents, including all of its component parts, and to furnish all required labor, materials, equipment, transportation and services required for the construction of the Project in strict conformity with the Contract Documents, including the Plans and Specifications, as follows:

BASE BID:

For the sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_).

ADDITIVE/DEDUCTIVE ALTERNATE *[if applicable]*:

Additive/Deductive Alternate #1 \_\_\_\_\_  
Add/Subtract \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Additive/Deductive Alternate #2 \_\_\_\_\_  
Add/Subtract \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Additive/Deductive Alternate #3 \_\_\_\_\_  
Add/Subtract \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

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

Enclosed find certified or cashier’s check no. \_\_\_\_\_ of the \_\_\_\_\_ Bank for \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) or Bidder’s Bond of the \_\_\_\_\_ surety

company in an amount of not less than ten percent (10%) of the entire bid. The undersigned further agrees, on the acceptance of this proposal, to execute the Contract and provide the required bonds and insurance and that in case of default in executing these documents within the time fixed by the Contract Documents, the proceeds of the check or bond accompanying this bid shall be forfeited and shall become the property of the District.

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

**ADDENDA:**

Receipt of the following addenda is hereby acknowledged:

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

Respectfully submitted,

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

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

By: \_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Please Print or Type Name)*

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

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

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

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

***[Remainder of page intentionally left blank.]***

Required Attachments:      Designated Subcontractors List  
Workers' Compensation Certificate  
Non-Collusion Declaration  
Bid Bond (or Cashier's or Certified Check)  
Certification of Prequalification Application  
DIR Registration Verification  
Drug-Free Workplace Certification  
Asbestos-Free Materials Certification

*Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature.*

**DESIGNATED SUBCONTRACTORS LIST**

In compliance with the "Subletting and Subcontracting Fair Practices Act," California Public Contract Code sections 4100 to 4114, and any amendments thereto, each Bidder shall provide the information requested below for each subcontractor who will perform work, labor or render service to Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (greater than 0.5 %) of the Bidder's Total Bid Price and shall further set forth the portion of the Work which will be done by each subcontractor. Bidder shall list only one subcontractor for any one portion of the Work.

If the Bidder fails to specify a subcontractor for any portion of the Work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth below.

Subletting or subcontracting of any portion of the Work in excess of one half of one percent (greater than 0.5%) of the Total Bid Price for which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after District approval.

**Project: ECHS Truax Exterior Improvements-HVAC #872-730**  
**Bid No. 2023-21-022P**

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

**Bidder's  
Authorized Signature:** \_\_\_\_\_

<u>Name and Location of Subcontractor</u>	<u>Description of Work to be Subcontracted</u>
Name: _____	_____
Address: _____	_____
Ph: _____ Fax: _____ License No. _____	
Subcontractor DIR Registration No. _____	

~~~~~

Name and Location of Subcontractor

Description of Work to be Subcontracted

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

\_\_\_\_\_

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

\_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ License No. \_\_\_\_\_

Subcontractor DIR Registration No. \_\_\_\_\_

~~~~~

Name and Location of Subcontractor

Description of Work to be Subcontracted

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

\_\_\_\_\_

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

\_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ License No. \_\_\_\_\_

Subcontractor DIR Registration No. \_\_\_\_\_

~~~~~

Name and Location of Subcontractor

Description of Work to be Subcontracted

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

\_\_\_\_\_

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

\_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ License No. \_\_\_\_\_

Subcontractor DIR Registration No. \_\_\_\_\_

~~~~~

Name and Location of Subcontractor

Description of Work to be Subcontracted

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

\_\_\_\_\_

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

\_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ License No. \_\_\_\_\_

Subcontractor DIR Registration No. \_\_\_\_\_

~~~~~

Name and Location of Subcontractor

Description of Work to be Subcontracted

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

\_\_\_\_\_

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

\_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ License No. \_\_\_\_\_

Subcontractor DIR Registration No. \_\_\_\_\_

~~~~~  
Name and Location of Subcontractor

Description of Work to be Subcontracted

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

\_\_\_\_\_

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

\_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ License No. \_\_\_\_\_

Subcontractor DIR Registration No. \_\_\_\_\_

~~~~~  
Name and Location of Subcontractor

Description of Work to be Subcontracted

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

\_\_\_\_\_

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

\_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ License No. \_\_\_\_\_

Subcontractor DIR Registration No. \_\_\_\_\_

~~~~~  
Name and Location of Subcontractor

Description of Work to be Subcontracted

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

\_\_\_\_\_

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

\_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ License No. \_\_\_\_\_

Subcontractor DIR Registration No. \_\_\_\_\_

## WORKERS' COMPENSATION CERTIFICATE

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

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

\_\_\_\_\_

Contractor

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

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

**NON-COLLUSION DECLARATION**

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

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

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

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



## BID BOND

We, the Contractor, \_\_\_\_\_ as principal (“Principal”), and \_\_\_\_\_ as surety (“Surety”), are firmly bound unto the Oceanside Unified School District (“District”) in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the District for the work described below for the payment of which sum in lawful money of the United States, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by this agreement.

Whereas, the Principal has submitted the accompanying bid (“Bid”) dated \_\_\_\_\_, 20\_\_ for the following project (“Project”): **ECHS Truax Exterior Improvements-HVAC #872-730**

Now, therefore, if the Principal does not withdraw its Bid within the period specified, and if the Principal is awarded the Contract and within the period specified fails to enter into a written contract with District, in accordance with the Bid as accepted, or fails to provide the proof of required insurance, the performance bond and/or the payment bond by an admitted surety within the time required, or in the event of unauthorized withdrawal of the Bid, if the Principal pays the District the difference between the amount specified in the Bid and the amount for which District may otherwise procure the required work and/or supplies, if the latter amount is in excess of the former, together with all related costs incurred by District, then the above obligation shall be void and of no effect. Otherwise, the Principal and Surety shall pay to the District the penal sum described above as liquidated damages.

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

*[Remainder of page intentionally left blank]*

In witness whereof the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seal of each corporate party being hereunder affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

(Corporate Seal)

\_\_\_\_\_  
Principal/Contractor

By \_\_\_\_\_

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

(Corporate Seal)

\_\_\_\_\_  
Surety

Attach Attorney-In-Fact Certificate

By \_\_\_\_\_

\_\_\_\_\_  
Title

*To be signed by Principal and Surety and Acknowledgment and Notary Seal to be attached.*

## CERTIFICATION OF PREQUALIFICATION APPLICATION

Bidders must complete, execute and submit the completed/executed form of Certification of Prequalification Application concurrently with each Bidder's Bid Proposal. Failure to do so will result in rejection of a Bid Proposal for non-responsiveness.

1. Bidder Name: \_\_\_\_\_

2. Please check and initial one of the following:

The Bidder certifies that all information it submitted to the District in connection with the Bidder's Prequalification Application, including, without limitation, information relating to the licensing status, financial capacity and financial condition of the Bidder remains true and correct in all material respects as of the date of submitting its Bid Proposal.  
\_\_\_\_\_  
(Initial)

Except as provided in the accompanying attachment entitled "Material Changes List" consisting of \_\_\_\_\_ pages, the Bidder certifies that all information it submitted to the District in connection with the Bidder's Prequalification Application, including, without limitation, information relating to the licensing status, financial capacity and financial condition of the Respondent remains true and correct in all material respects as of the date of submitting its Bid Proposal.  
\_\_\_\_\_  
(Initial)

I have reviewed the foregoing Certification and know it to be true and correct of my own personal knowledge or I have made due and diligent inquiry of persons with knowledge of the foregoing and based upon such inquiry, each of the foregoing are true and correct. I am duly authorized by the Bidder to execute this Certification of Prequalification Statement on behalf of the Bidder.

Executed this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.  
(City and State)

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or written name)

## DIR REGISTRATION VERIFICATION

PROJECT: **ECHS Truax Exterior Improvements-HVAC #872-730**,  
Bid No. **2023-21-022P**

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

submitting the accompanying Bid Proposal for the Work described as **ECHS Truax Exterior Improvements-HVAC #872-730**  
**Bid No. 2023-21-022P**.

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

*[Remainder of page intentionally left blank]*

I have personal first hand-knowledge of all of the foregoing. I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.  
(City and State)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name, typed or printed)

## DRUG-FREE WORKPLACE CERTIFICATION

I, \_\_\_\_\_, am the \_\_\_\_\_ of \_\_\_\_\_  
(Print Name) (Title) (Contractor Name)

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug-Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
3. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition.
4. Establishing a drug-free awareness program to inform employees about all of the following: (i) the dangers of drug abuse in the workplace; (ii) Contractor's policy of maintaining a drug-free workplace; (iii) the availability of drug counseling, rehabilitation and employee-assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations.
5. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
6. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
7. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
8. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

*[Remainder of page intentionally left blank]*

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at

\_\_\_\_\_  
(City and State)

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

\_\_\_\_\_  
(Typed or Printed Name)

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

**ASBESTOS-FREE MATERIALS CERTIFICATION**

The undersigned declares that he or she is the person who executed the bid for Bid # \_\_\_\_\_ (“Project”), and submitted it to the Oceanside Unified School District on behalf of \_\_\_\_\_ (“Contractor”).

To the best of my knowledge, information and belief, in completing the Contractor’s work for the Project, no material furnished, installed or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state Environmental Protection Agency (“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 EPA.

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

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

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

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

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

---

Name of Contractor (Print or Type)

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

---

Print Name

---

Title



# **OCEANSIDE UNIFIED SCHOOL DISTRICT**

**ECHS Truax Exterior Improvements-HVAC #872-730**

**BID No. 2023-21-022P**

**4. CONTRACT**

## CONTRACT

This Contract (“Contract”) is entered into as of \_\_\_\_\_, 20 \_\_\_\_, by and between the OCEANSIDE UNIFIED SCHOOL DISTRICT, a California public school district (“District”) and \_\_\_\_\_ (“Contractor”).

NOW THEREFORE, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

### **1. Description of The Work**

Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **ECHS Truax Exterior Improvements-HVAC #872-730 Bid No. 2023-21-022P (“Project”)**.

The Contractor shall complete all Work covered by the Contract Documents, including, without limitation, the Drawings and Specifications prepared by the Architect and other Contract Documents enumerated in Paragraph 2 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

### **2. Contract Documents**

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

### **3. District Representative**

The District Representative is the Construction Manager or his/her designee.

### **4. Architect/Design Professional In Charge**

The Architect or Design Professional in charge is Morrissey Architects; references to the “Architect” or similar terms shall be deemed references to the Architect or Design Professional in charge and their respective design consultants.

**5. Compensation to Contractor**

- a. **Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The Contract Price is based upon the Contractor's Base Bid Proposal for the Work and the following Alternate Bid Items, if any: \_\_\_\_\_.
- b. **Progress Payment Retention.** If the Contract Price is subject to payment by the District's disbursement of Progress Payments pursuant to the Contract Terms and Conditions, five percent (5%) of each Progress Payment will be withheld by the District as Retention. Retention will be disbursed by the District as part of the Final Payment.
- c. **Mark-Up for Changed Work.** Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of 15% of the actual costs of labor and materials; it being agreed that the foregoing mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change.

**6. Prevailing Wages**

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

**7. Contract Time**

The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work August 31<sup>st</sup>, 2023 (276) days after the commencement date of the Work set forth in the Notice to Proceed. Time is of the essence in the performance of this Contract.

**8. Limitation on Damages**

In the event of the District's breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly caused by said breach or default of the District and shall exclude any and all special or consequential damages, if any, suffered by the Contractor. By executing this Agreement, the Contractor expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the Contract Documents. The Contractor expressly waives any right to and foregoes the recovery of any special or consequential damages from the District

including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or, (ii) lost profits arising out of or in connection with any past, present, or future work of improvement, except for the Project which is the subject of the Contract Documents; and/or (iii) loss of productivity.

## 9. **Liquidated Damages**

The Contractor is subject to assessment of Liquidated Damages if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, including adjustments thereto authorized by the Contract Documents, or fails to complete Punchlist items noted upon Substantial Completion within the time established to complete the Punchlist items. The per diem rate of Liquidated Damages assessed for each of the foregoing events is set forth below.

- a. **Delayed Substantial Completion**. If Substantial Completion is not achieved on or before expiration of the Contract Time, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves Substantial Completion of the Work at the per diem rate of Twenty-five hundred Dollars (\$2,500.00).
- b. **Delayed Punchlist Completion**. If the Contractor fails to complete Punchlist within the time established pursuant to the Contract Documents, the Contractor shall be liable to the District for Liquidated Damages from the date established for completion of Punchlist until the date that all Punchlist is actually completed at the per diem rate of Twenty-five hundred Dollars (\$2,500.00).
- c. **Surety Liability**. Subject only to limitations established by the penal sum of the Performance Bond, the Surety issuing the Performance Bond shall be liable to the District for performance and discharge of the Contractor's obligations hereunder, including, without limitation, the Contractor's Liquidated Damages obligations which exceed the then remaining undisbursed Contract Price retained by the District as Liquidated Damages.

## 10. **Insurance**

The Contractor and each Subcontractor shall obtain and maintain insurance coverages required by the Contract; the minimum coverage amount for each policy of insurance of the Contractor and Subcontractor shall be as set forth below.

- a. **Insurance Requirements for Contractor**. The minimum coverage amounts for each policy of insurance of the Contractor shall be as follows:

<b>Policy of Insurance</b>	<b>Minimum Coverage Amount</b>
Commercial General Liability Insurance	Per Occurrence: \$1,000,000
	Aggregate: \$2,000,000
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Builders Risk	Full insurable value of the Work; Seismic coverage is required.

- b. **Insurance Requirements for Subcontractors.** The minimum coverage amounts for each policy of insurance to be obtained and maintained by each Subcontractor shall be as follows:

<b>Policy of Insurance</b>	<b>Minimum Coverage Amount</b>
Commercial General Liability Insurance	Per Occurrence: \$1,000,000
	Aggregate: \$2,000,000
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)

## 11. **Notices**

Notices of the District and Contractor to the other shall be transmitted in accordance with the Contract Documents. The effective date of notices transmitted in accordance with the Contract Documents shall be as set forth in the Contract Documents. Notices under the Contract Documents shall be addressed as follows:

**If to the District:**

Bond Management  
Business Services department located at 2111  
Mission Ave. Oceanside, CA 92058.

**If to the Contractor:**

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

## 12. **Hours and Days of Work at the Site**

**12.1 Work Hours/Days.** Work at the Site is limited to Mondays through Fridays, excluding District holidays. No Work at the Site is permitted except during such days and hours. Hours of Work at the Site shall be subject to limitations established by the City of San Diego, Public Works Department, as the same may be amended from time-to-time. Subject to amendments promulgated by the City of San Diego, Department of Public Works, permitted hours of Work at the Site are: between Mondays through Fridays, 7:00AM – 7:00PM.

**12.2 Limitations on Work Hours/Days.** Work activities at the Site will be limited or prohibited on days: (i) devoted to student testing or when testing of students may be adversely affected by Work activities at the Site; (ii) when other special events or functions are scheduled; or on the following days: [**Insert Specific Days**]. The Contractor shall familiarize itself with District activities at the Site to avoid Work activity interferences or disturbances to such District activities. The Contractor's Construction Schedule shall take into account the District activities which limit or preclude Work activities at the Site. The 2022 - 2023 Academic and Holiday Calendars are attached hereto as **Attachment "A"** and incorporated herein for the Contractor's reference and use.

**13. Audit**

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

**14. Authority to Execute**

The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

*[Remainder of page intentionally left blank.]*

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

OCEANSIDE UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For:  
\_\_\_\_\_  
Corporation or Partnership

If Corporation, Seal Below.

**ATTACHMENT “A”**

**[INSERT DISTRICT ACADEMIC & HOLIDAY CALENDARS]**



# **OCEANSIDE UNIFIED SCHOOL DISTRICT**

## **ECHS Truax Exterior Improvements-HVAC #872-730**

**BID No. 2023-21-022P**

**5. PERFORMANCE AND PAYMENT  
BONDS**

## PERFORMANCE BOND

WHEREAS, the Board of Education of the Oceanside Unified School District (“District”), at its meeting on 11-15-22 has awarded to \_\_\_\_\_ (“Principal”), the Contract for performance of the following project (“Project”): **ECHS Truax Exterior Improvements-HVAC #872-730**

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

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

The condition of the obligation is such that if the Principal, its heirs, executors, administrators, successors or assigns shall in all things abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any amendment thereof made as therein provided, on its or their parts to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall insure, indemnify, defend, and hold harmless the District, its Board, officers, employees, agents, and assigns, as therein stipulated, then this obligation shall become null and void. Otherwise, it shall be and remain in full force and effect.

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

In the event of the District’s termination of the Contract due to the Principal’s breach or default of the Contract Documents, within twenty (20) days after written notice from the District to the Surety of the Principal’s breach or default of the Contract Documents and District’s termination of the Contract, the Surety shall notify District in writing of Surety’s assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the work of the Contract Documents and complete the work at its own expense (“Notice of Election”); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the District, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal’s mere denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety’s prompt, diligent inquiry and investigation of such denial, be justification for Surety’s failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the work.

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

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

*[Remainder of page intentionally left blank]*

In witness whereof, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
PRINCIPAL

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

TITLE \_\_\_\_\_

\_\_\_\_\_  
SURETY

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

TITLE \_\_\_\_\_

The above bond is accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

## PAYMENT BOND

WHEREAS, the Oceanside Unified School District (“District”) and the Contractor, \_\_\_\_\_ (“Principal”), have entered into a contract (“Contract”) for the furnishing of all labor, services, equipment, tools, supervision and transportation necessary, convenient and proper for the installation services associated with the **ECHS Truax Exterior Improvements-HVAC #872-730** (“Project”) which Contract dated \_\_\_\_\_, 2022\_\_, and all of the Contract Documents made part thereof are fully incorporated herein by this reference; and

WHEREAS, the Contract is a public works contract involving an expenditure in excess of twenty-five thousand dollars (\$25,000.00), pursuant to California Civil Code section 9550 et seq.; and

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a Subcontractor, shall fail to pay any person or persons named in Civil Code section 9100 or fail to pay for any materials or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount set forth above, and in case suit is brought upon this bond Surety will also pay such reasonable attorney’s fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550 et seq.

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

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, nor by any rescission or attempted rescission of the contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants

otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the District and original contractor or on the part of any obligee named in such bond, unless permitted pursuant to law.

In witness whereof, this instrument has been duly executed by the Principal and Surety this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
PRINCIPAL

By:

\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
SURETY

By:

\_\_\_\_\_

\_\_\_\_\_  
Title

The above bond is accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

# **OCEANSIDE UNIFIED SCHOOL DISTRICT**

## **ECCHS Truax Exterior Improvements-HVAC #872-730**

**BID No. 2023-21-022P**

**6. GENERAL CONDITIONS**

## GENERAL CONDITIONS

- 1. Labor and Materials.** The Contractor shall furnish and pay for all labor, materials, equipment and services necessary to complete the Work in accordance with the Contract Documents. Unless otherwise expressly provided for in the Contract Documents, all materials, equipment and other items incorporated into the Work shall be new and of the most suitable grade and quality for the purpose intended. The Work is subject to tests/inspections as required by the Contract Documents. The Contractor shall afford the District, the Project Inspector, the Architect and test/inspection services with access to the Work, wherever located and whether in place or in progress. All of the Work shall conform with the requirements of the Contract Documents and applicable laws, ordinances, rules and regulations.
- 2. Submittals.** The Contractor shall submit to the District Representative or the Architect, as designated in the Contract Documents, shop drawings, product data and other submittals (collectively “Submittals”) required by the Contract Documents promptly and in an orderly sequence while allowing sufficient time for review and comment. No portion of the Work requiring Submittals shall be performed until the required Submittals have been reviewed and accepted.
- 3. Construction Schedule.** If required by the Contract Documents, the Contractor shall prepare a Construction Schedule in such form and format required by the Contract Documents. The Construction Schedule shall reflect all activities necessary to complete the Work and shall be in such detail as required by the Contract Documents. If a Construction Schedule is required, the Contractor shall update the schedule monthly or more frequently as directed by the District or required by the circumstances of the Work.
- 4. Changes.**

  - 4.1 Changes to the Work.** The District may, by written order, make Changes to the Work, issue additional instructions and to add to or delete from the Work. No Change may be made without the prior written approval and direction of the District. Adjustments of the Contract Price or the Contract Time on account of a Change authorized hereunder will only be made by written Change Order duly executed by the Contractor and the District Representative. Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor, materials and equipment necessary to complete the Change plus the mark-up set forth in the Contract; it being agreed that the mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change. The Contractor or Subcontractor may adjust the prevailing wage rate for allowable labor costs to reflect fringe benefits, payroll taxes and labor burdens actually incurred by Contractor and provided to such labor directly engaged in performing a Change. The allowable adjustment for fringe benefit payments, payroll taxes and labor burdens shall not, however, exceed fifteen percent (15%) of the applicable prevailing wage rate and shall not be subject to the additional mark-up set forth in the Contract. Changes approved by the District shall be reduced to Change Order in the form established by the District.
  - 4.2 Change Orders.** If the District approves of a Change, a written Change Order prepared by the Architect on behalf of the District shall be forwarded to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account



of such Change. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any claim or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing; once the Change Order has been prepared and forwarded to the Contractor for execution, without the prior approval of the District which may be granted or withheld in the sole and exclusive discretion of the District, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof. The Contractor's attempted or purported modification or amendment of any such Change Order, without the prior approval of the District, shall not be binding upon the District; any such unapproved modification or amendment to such Change Order shall be null, void and unenforceable. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change Order issued hereunder shall be binding upon the District only upon action of the District's Board of Education approving and ratifying such Change Order. In the event of any amendment or modification made by the Contractor to a Change Order for which there is no prior approval by the District, in accordance with the provisions of this Article, unless otherwise expressly stated in its approval and ratification of such Change Order, any action of the Board of Education to approve and ratify such Change Order shall be deemed to be limited to the Change Order as prepared by the Architect; such approval and ratification of such Change Order shall not be deemed the District's approval and ratification of any unapproved amendment or modification by the Contractor to such Change Order.

**4.3 Change Order Limitation. Pursuant to Public Contract Code Section 22032(b), the Contract price of this Agreement Cannot Exceed \$200,000.**

**4.4 Contractor Notice of Changes.** If the Contractor claims that any instruction, request, the Drawings, the Specifications, action, condition, omission, default, or other situation obligates the District to increase the Contract Price or to extend the Contract Time, the Contractor shall notify the Project Manager, if any, the Project Inspector and the Architect, in writing, of such claim within ten (10) days from the date of its actual or constructive notice of the factual basis supporting the same. The District shall consider any such claim of the Contractor only if sufficient supporting documentation is submitted with the Contractor's notice to the Project Inspector and the Architect. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to the address such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice (with sufficient supporting documentation to permit the District's review and evaluation) within ten (10) days of its actual or constructive knowledge of any instruction, request, Drawings, Specifications, action, condition, omission, default or other situation for which the Contractor believes there should an adjustment of the Contract Time or the Contract Price shall be deemed Contractor's waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of any such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. In the event that the District determines that the Contract Price or the Contract Time are subject to adjustment based

upon the events, circumstances and supporting documentation submitted with the Contractor's written notice under this Article.

**4.5 Substitutions.** No substitution of any specified item, product, material or system ("Specified Items") will be considered unless the Contractor submits a request to substitute Specified Items along with data substantiating the equivalency of the proposed substitution with the Specified Items not more than thirty-five (35) days after the date of award of the Contract to the Contractor. For Projects with a contract duration of 180 days or less, all requests for substitutions of any specified item shall be submitted not more than fourteen days after the date of the award of the Contract to Contractor. The Contractor shall reimburse the District for all costs and expenses incurred by the District to review a proposed substitution for Specified Items. The District's acceptance or rejection of a proposed substitution shall be final. No substitution accepted by the District shall increase the Contract Price or the Contract Time; provided, however, if the cost to furnish/install an approved substitution of is less than the specified Item, the Contract Price shall be reduced by such cost difference. If any Specified Items are identified in any portion of the Contract Documents as "District Standard Materials/Equipment" "match existing in use" or similar words/phrases, in accordance with Public Contract Code section 3400, the District shall be deemed to have made a finding that such Specified Items are designated as "sole source" items designed to match existing and in use items. In accordance with Public Contract Code section 3400, the District will not consider or accept alternatives or substitutions for any Specified Items so identified.

**5. Safety; Security.** The Contractor shall comply with all applicable laws, ordinances, rules, or regulations pertaining to safety at the Site. The Contractor shall implement safety measures such as fencing, barricades, signs, lights and other precautions to prevent injury or death to persons or damage to property. The Contractor is responsible for securing the Site and Work in place or in progress (including materials/equipment/tools situated at the Site) to prevent theft, loss or damage. The District and employees, officers, agents or representatives of the District are not liable to the Contractor, Subcontractors or their respective personnel for the loss, theft, damage or destruction of materials, equipment, tools and other personal property items, whether or not such personal property is used to complete the Work or is incorporated into the Work. The risk of such loss, theft, damage or destruction is solely that of the Contractor or Subcontractors. **All contractors, including all subcontractors, laborers and any individual performing work on any District project, are required to wear hard hats and safety vests at all times while on any District site or campus without exception.**

**6. Labor.**

**6.1 Prevailing Wage Rates.** The Contractor and all Subcontractors shall: (i) pay their respective workers at least the prevailing wage rate established for the classification, trade or work performed by each worker; and (ii) maintain complete and accurate payroll records for workers engaged in the Work. During the Work and pursuant to Labor Code section 1771.4(a)(4), the Department of Industrial Relations will monitor and enforce the prevailing wage rate obligations of the Contractor and Subcontractors. The Contractor shall comply with all requirements established by the Department of Industrial Relations relating prevailing wage rates, the payment thereof and posting of notices relating thereto. The Contractor is subject to all assessments, penalties and other charges for prevailing wage rate violations.

**6.2 Apprentices.** Apprentices, if any engaged in performing any portion of the Work shall be in strict conformity with applicable laws, rules and regulations, including, without limitation, Labor Code sections 1777.5 through 1777.7, which are incorporated herein by this reference.

**6.3 DIR Registration.**

**6.3.1 Contractor and Subcontractor Compliance.** Strict compliance with DIR Registration requirements pursuant to Labor Code section 1725.5 is a material obligation of the Contractor hereunder. The foregoing includes, without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor. The failure of the Contractor and all Subcontractors of every tier to be DIR Registered at all times during performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.

**6.3.2 Contractor Obligation to Verify Subcontractor DIR Registration Status.** An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of the Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.

**6.3.3 Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor.** If any Subcontractor identified in the Contractor's Subcontractors List submitted with the Contractor's proposal for the Work whose DIR Registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the District's consent to substitute the non-DIR Registered Subcontractor pursuant to Labor Code section 1771.1(c)(3) and/or Labor Code section 1771.1(d).

**6.3.4 Contractor/Subcontractor Penalties pursuant to Labor Code § 1771.1(g).** "If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5."

**6.3.5 Subcontractor Penalties pursuant to Labor Code § 1771.1(h)(1).** "In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000)."

**6.4 Certified Payroll Records.**

**6.4.1 Compliance With Labor Code §§1771.4 and 1776.** A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with

the requirements pursuant to Labor Code §§ 1771.4 and 1776 for preparation and submittal of Certified Payroll Records (“CPR”); and (ii) the Contractor’s enforcement of CPR preparation and submittal for all Subcontractors of every tier.

**6.4.2 Express Condition Precedent to Payment of Contract Price.** Strict compliance with CPR requirements established pursuant to Labor Code section 1776 is an express condition precedent to the District’s obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the District of electronic files or hard copies of all CPRs submitted by the Contractor and/or Subcontractors for the Work pursuant to Labor Code sections 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The District: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the District’s obligations under the Contract Documents unless the Contractor’s demonstrates strict compliance with CPR preparation and submittal requirements.

**6.5 Limits on Hours/Days of Work.** The Contractor and Subcontractors shall not require or permit any worker to provide more than eight (8) hours of work per day or forty (40) hours of work per week without additional compensation as mandated by law, in accordance with Labor Code section 1813.

**6.6 Competency and Discipline.** The Contractor shall enforce strict discipline and good order among the Contractor’s employees, the employees of any Subcontractor and all other persons performing any part of the Work at the Site. Personnel of the Contractor or any Subcontractor shall be subject to removal from the Site for violations of applicable law or District policies. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them and shall dismiss from its employ and direct any Subcontractor or Sub-subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work.

**6.7 Superintendent.** The Contractor shall employ a Superintendent fluent in verbal and written English who shall be in attendance at the Site at all times during performance of Work at the Site. The Superintendent shall be deemed the Contractor’s Representative for the Work; directions, instructions or other communications to or with the Contractor’s Superintendent shall be deemed directions, instructions or communications to or with the Contractor.

**7. Subcontractors.** The Work of each Subcontractor shall be set forth in a written Subcontract agreement incorporating by reference this Contract; Subcontracts shall be made available to the District for review upon request of the District. The Contractor is responsible to the District for the acts, omissions and other conduct of Subcontractors. Each Subcontractor shall maintain Workers Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Materials.

**8. Project Certification.** If the Work is subject, in whole or in part, to DSA jurisdiction, the Contractor shall completely and timely complete and/or comply with all DSA requirements relating to: (i) observations/inspections of the Work during construction; and (ii) DSA PR 13-01 project inspections, tests and certification process. A material obligation of the Contractor hereunder is completion of all actions or activities required by a contractor for a work of improvement subject to

DSA jurisdiction sufficient for DSA to issue a certification that the Work, as constructed, complies with the DSA approved Design Documents.

- 9. Payment of the Contract Price.** The District will make payment of the Contract Price upon completion of the Work, the Contractor's full performance of all other obligations under this Contract Documents and the Contractor's submission of a properly itemized invoice. Upon receipt of the Contractor's invoice, the District Representative will promptly verify that the Work has been completed and that the Contractor has performed all other obligations hereunder. Within thirty (30) days of the District Representative's confirmation of the completion of Work and the Contractor's performance of other obligations hereunder, the District will make payment of the Contract Price. If the Contract Time is a duration of sixty (60) days or more, the Contractor may submit invoices on a monthly basis for the value of Work completed in the prior month, whereupon the District Representative will promptly verify that the Work has been completed as indicated in the Contractor's invoice. Within thirty (30) days of the date of such verification, the District will make payment equal to ninety five percent (95%) of the value of the Work completed. Within sixty (60) days of completion of all Work and all other of the Contractor's obligations hereunder, amounts previously retained from prior invoices will be released to the Contractor. The District may, in its sole discretion, condition payment of the Contract Price, or any portion thereof, upon: (i) the Contractor's preparation of a Schedule of Values for review and acceptance by the District's Representative; (ii) the submittal of executed Waivers and Releases (on Progress Payment or Final Payment, as applicable) for the Contractor and all Subcontractors receiving any portion of the Contract Price; and/or (iii) delivery of Certified Payroll records of the Contractor and Subcontractors. The District may withhold payment of the Contract Price if: (i) there are claims or the probability of claims being submitted by Subcontractor, Material Suppliers or others in connection with the Work; (ii) defective or non-conforming Work which is not remedied; or (iii) there are any uncured Contractor defaults.
- 10. Insurance.** The Contractor and its Subcontractors shall, at all times during the Work, maintain Workers Compensation, Employers Liability, and Commercial General Liability Insurance in the minimum coverage amounts set forth in the Contract. The Contractor's Commercial General Liability Insurance shall name the District as an Additional Insured. All policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work, the Contractor shall deliver Certificates of Insurance of itself and its Subcontractors evidencing the required insurance coverages.
- 11. Indemnification.** Unless arising solely out of the active negligence or willful misconduct of the District, the Contractor shall indemnify, defend and hold harmless the District, the District's Board of Education and all members thereof and the District's employees, officers, agents and representatives from all claims, demands and liabilities, including, without limitation, attorneys fees, which arise out of or are related in any manner to this Contract or the Work. The Contractor's obligations hereunder include, without limitation: (a) injury to, or death of, persons; (b) damage to property; (c) theft or loss of property; (d) Stop Notice claims; and (e) other losses, damages or costs arising out of, in whole or in part, of the acts, omissions or other conduct of the Contractor or Subcontractors. The Contractor's obligations hereunder shall survive termination of the Contract

and/or completion of the Work, and are incorporated into and made a part of the obligations of the Surety issuing the Performance Bond.

- 12. District Right to Terminate.** The Contractor's failure to comply with any term or condition of the Contract Documents shall constitute default of the Contractor; in such event, the District may terminate the Contract upon seven (7) days written notice to the Contractor. Unless the Contractor shall have commenced, and diligently thereafter prosecute to completion, all required actions to cure such default(s), this Contract shall be deemed terminated without further action of the District; such termination shall be effective the seventh (7th) day after the date of the District's written notice. If the District terminates the Contract for default of the Contractor, the Contractor and the Performance Bond Surety shall be liable to the District for all losses, costs and damages arising out of the Contractor's default and costs to complete the Work which exceeds the remaining Contract Price at the time of termination. In addition to the preceding, the District may terminate this Contract, in whole or in part, at any time for the convenience of the District by written notice to the Contractor, in which case, the payment of the Contract Price shall be limited to the value of the Work in place or in progress at the time of the termination for the District's convenience; no payment shall be made or due from the District for the unperformed portion of the Work.
- 13. Warranty.** The Contractor warrants to the District that: (i) all materials and equipment furnished under the Contract Documents are new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents; and (ii) all Work and workmanship is of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If within one (1) year, or such other period set forth in the Contract Documents, any of the Work or workmanship is found defective or not in compliance with the Contract Documents, the Contractor shall upon the District's demand, promptly take all measures necessary to correct, repair or replace such Work or workmanship. If the Contractor fails to do so, the District may take necessary action to correct, replace or replace such Work or workmanship at the cost and expense of the Contractor.
- 14. Tests/Inspections of the Work.** The Work shall be subject to tests/inspections as required by the Contract Documents. The Contractor shall be liable for all costs, fees or expenses of tests/inspections which result from the Work not being ready for tests/inspections or the failure of the Work to comply with the applicable test/inspection standards. If the Work is subject to the jurisdiction of the Division of State Architect ("DSA"), all of the Work shall be subject to inspection/observation by the Project Inspector retained by the District under DSA regulations. If DSA or the Project Inspector deem any portion of the Work to not be in compliance with requirements of the Contract Documents, a material obligation of the Contractor is its prompt and complete repair, replacement or correction of such portion(s) of the Project so they comply with requirements of the Contract Documents. The Project Inspector shall have access at all times to the Work, whether in place or in progress; the Contractor shall provide such access without adjustment of the Contract Price or the Contract Time.

## 15. Miscellaneous.

**15.1 Governing Law; Interpretation.** This Contract shall be governed by the laws of the State of California. This Contract shall be interpreted as a whole and not in favor of the District or the Contractor.

### 15.2 Disputes.

**15.2.1 Disputes; Continuation of Work.** Notwithstanding any claim, dispute or other disagreement between the District and the Contractor regarding performance under the Contract Documents, the scope of Work thereunder, or any other matter arising out of or related to, in any manner, the Contract Documents or the Work, the Contractor shall proceed diligently with performance of the Work in accordance with the District's written direction, pending any final determination or decision regarding any such claim, dispute or disagreement.

**15.2.2 Public Contract Code §9204 Claims Resolution Procedures.** Claims of the Contractor are subject to the non-binding dispute resolution procedures set forth in Public Contract Code section 9204 ("Section 9204") provided, however, that the Contractor's initiation of Section 9204 procedures is expressly subject to the Contractor's prior full and timely compliance with requirements and procedures of the Contract Documents relating to procedures for resolution of claims, change orders, disputes and other matters in controversy under the Contract Documents.

**15.2.2.1 Claim Defined.** The term "Claim" shall be as defined in Section 9204.

**15.2.2.2 Claim Documentation.** The Contractor shall furnish reasonable documentation to support each Claim. "Reasonable documentation" includes, without limitation: (i) contractual and legal basis establishing Claim entitlement or merit; (ii) factual basis establishing District liability for the Claim; (iii) detailed breakdown of labor, materials, equipment and other costs included in the Claim; and (iv) detailed basis, including Construction Schedule analysis and fragnets supporting any Contract Time adjustment or Liquidated Damages relief included in the scope of a Claim.

**15.2.2.3 District Claim Review Statement.** Within forty five (45) days (or such other time mutually agreed to by the District and the Contractor) after receipt of a properly submitted and properly documented Claim, the District will conduct a reasonable review of the Claim and provide the Contractor with a written statement identifying the disputed and undisputed portions of the Claim ("Claim Review Statement"). If the District does not provide the Contractor with the Claim Review Statement for any Claim within forty five (45) days (or other time mutually agreed to by the District and the Contractor) after receipt of a properly submitted and properly documented Claim, the Claim is deemed rejected in its entirety and thereupon, the Contractor may initiate the Meet and Confer process described below. A Claim deemed rejected pursuant to the foregoing does not constitute an adverse finding of Claim merit or the Contractor's responsibility or qualifications. If the Claim Review Statement identifies any undisputed portion of a Claim ("Undisputed Claim") and payment is due from the District on the Undisputed Claim, the

District shall process and make payment on the Undisputed Claim within sixty (60) days after the issuance date of the Claim Review Statement.

**15.2.3 Meet and Confer.**

**15.2.3.1 Meet and Confer Demand.** If the Contractor disputes any portion of the Claim Review Statement, or if a Claim is deemed rejected by the District not providing the Contractor with the Claim Review Statement within the time permitted under Section 9204, the Contractor may demand an informal conference to meet and confer with the District for settlement of the issues in dispute (“Meet and Confer”). The Contractor’s Meet and Confer request must be submitted to the District: (i) in writing; (ii) by registered mail or certified mail, return receipt requested; and (iii) within ten (10) days after the Claim Review Statement is submitted to the Contractor or within ten (10) days after the date the Claim is deemed rejected, as applicable. Failure of the Contractor to strictly comply with the foregoing is deemed a waiver of the Contractor’s right to request the Meet and Confer and the Non-Binding Mediation procedures under Section 9204. If the Contractor strictly complies with the foregoing, the District will schedule the Meet and Confer conference within thirty (30) days of the Contractor’s Meet and Confer request for settlement of disputed portions of the Claim Review Statement.

**15.2.3.2 Meet and Confer Statement.** Within ten (10) business days after conclusion of the Meet and Confer conference, if any portion of a Claim remains disputed, the District shall provide the Contractor a written statement identifying the disputed and undisputed portions of the Claim (“Meet and Confer Statement”). If the Meet and Confer Statement identifies any Undisputed Claim and payment is due from the District on the Undisputed Claim, the District shall process and make payment on the Undisputed Claim within sixty (60) days after date the Meet and Confer Statement is issued.

**15.2.4 Non-Binding Mediation.**

**15.2.4.1 Contractor Initiation.** The Contractor may request nonbinding mediation (“Mediation”) of disputed portions of a Claim identified in the Meet and Confer Statement. The Contractor’s Mediation demand must be submitted to the District: (i) in writing; (ii) by registered mail or certified mail, return receipt requested; (iii) within ten (10) days after the Meet and Confer Statement is submitted to the Contractor; and (iv) with specific identification of the disputed Claims issues subject to Mediation. Failure of the Contractor to strictly comply with the foregoing is deemed a waiver of the Contractor’s right to demand Mediation procedures under Section 9204.

**15.2.4.2 Mediator Selection.** The District and Contractor shall mutually agree to a mediator within ten (10) business days after the date of the Contractor’s demand for Mediation. If the District and Contractor do not mutually agree to a mediator, the District and Contractor shall each select a mediator and the District/Contractor selected mediators shall select a qualified neutral third party to mediate the disputed portion of the Claim.

**15.2.4.3 Mediation Procedures.** Mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in



which an independent third party or board assists the District and Contractor in dispute resolution through negotiation or by issuance of an evaluation.

**15.2.4.4 Mediation Costs.** All costs, fees and expenses of the mediator(s) and mediation administration shall be shared equally by the District and Contractor. The foregoing notwithstanding, the Contractor and District shall each bear the costs, fees and expenses of their own attorneys, experts and consultants.

**15.2.4.5 Post-Mediation Disputed Claims.** Any Claims issues in dispute after Mediation shall be resolved in accordance with the applicable provisions of the Contract Documents.

**15.2.4.6 Waiver.** The District and Contractor may mutually agree to waive, in writing, Mediation under Section 9204 and subject to the Contractor's compliance with Government Code Claim requirements, proceed directly to commencement of a civil action or binding arbitration.

**15.2.5 Payments of Undisputed Claims.** If a payment due from the District for Undisputed Claims identified in the Claim Review Statement or the Meet and Confer Statement issued for a Claim is not made within the time established under Section 9204 the overdue portion of such payment shall bear interest at the rate of seven percent (7%) per annum from the date due. The District's credit application of any amount due for an Undisputed Claim against amounts due from the Contractor under the Contract Documents shall be deemed payment of the Undisputed Claim.

**15.2.6 Subcontractor Claims.**

**15.2.6.1 Subcontractor Claim Submittal.** If a Subcontractor, of any tier (collectively "Subcontractor") lacks legal standing to assert a Claim against the District because privity of contract does not exist, the Contractor may present the District a Claim on behalf of the Subcontractor ("Subcontractor Claim"). Each Subcontractor requesting submittal of a Subcontractor Claim to the District shall furnish reasonable documentation to support the Subcontractor Claim. Within forty-five (45) days of receipt of a Subcontractor's written request to submit a Subcontractor Claim, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Subcontractor Claim to the District. If the Contractor did not present the Subcontractor Claim, the Contractor shall provide the Subcontractor with a statement of the reasons for not having done so.

**15.2.6.2 Contractor Certification of Subcontractor Claim.** The District's review of Subcontractor Claims is expressly subject to the Contractor's submittal of a duly completed and executed form of Contractor Certification of Subcontractor Claim certifying that the Contractor has thoroughly reviewed the Subcontractor Claim and based on the Contractor's review, certify that: (i) the Subcontractor Claim is made by the Subcontractor in good faith; (ii) the Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor; and (iii) the Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California

False Claim Act (Government Code §12650 et seq). The form of Contractor Certification of Subcontractor Claim is included in the Contract Documents.

**15.2.6.3 District Review of Subcontractor Claim.** Subcontractor Claims presented by the Contractor to the District are subject to the Section 9204 non-binding dispute resolution procedures set forth above, as modified herein. Requests for the District to conduct Meet and Confer and/or non-binding mediation procedures must be submitted jointly by the Contractor and the Subcontractor submitting the Subcontractor Claim. If Mediation proceedings are initiated in connection with a Subcontractor Claim, mediator and mediation administration fees and costs shall be borne equally by the District, Contractor and Subcontractor.

**15.2.6.4 Disputed Subcontractor Claims.** Subcontractor Claims which are not fully resolved by the Section 9204 non-binding dispute resolution procedures shall be resolved by Section 20104.4 Dispute Resolution Procedures or binding arbitration, as applicable. Commencement of Section 20104.4 Dispute Resolution Procedures or binding arbitration proceedings in connection with any Subcontractor Claim is subject to compliance with Government Code Claims requirements.

**15.2.7 Contractor Compliance with Government Code.** Pursuant to Government Code Section 930.6, any and all claims, demands, disputes, disagreements or other matters in controversy between the Contractor and the District for money or damages, including, without limitation, a demand for arbitration, shall be deemed a “suit for money or damages” and shall be subject to the provisions of Government Code Sections 945.4, 945.6 and 946. Notwithstanding the dispute resolution and arbitration provisions set forth in this Article herein, all claims, demands, disputes, disagreements or other matters in controversy between the Contractor and the District seeking money or damages in any sum shall first be presented to the District’s Board of Education and acted upon or deemed rejected as a condition precedent to suit including, without limitation, demand for arbitration, in accordance with California Government Code section 900, et seq.

**15.2.8 Claims Under Small Claims Court Limit.** All claims, disputes, disagreements or other matters in controversy between District and Contractor of \$10,000 or that fall within the current limitation for Small Claims Court shall be resolved informally or filed in the Riverside County Small Claims Court nearest to the District Office.

**15.2.9 Claims Over \$10,000 and Under \$375,000.** Each dispute or claim of \$375,000 or less arising out of this Contract shall be resolved in accordance with Public Contract Code section 20104.4, et seq.

**15.2.10 Inapplicability to Bid Bond.** The provisions of this Article shall not be applicable to disputes, disagreements or enforcement of rights or obligations under the Bid Bond; all claims, disputes and actions to enforce rights or obligations under the Bid Bond shall be adjudicated only by judicial proceedings commenced in a court of competent jurisdiction.

**15.3 Waiver of Consequential Special Damages.** Notwithstanding any right conferred by law or arising by operation of law, by executing the Contract, the Contractor expressly waives and relinquishes any and all right or entitlement to assert or recover any damages, losses or

liabilities from the District which are in the nature of special or consequential damages, losses or liabilities arising out of or related in any manner to the District's breach or default of its obligations under the Contract Documents.

- 15.4 Notices.** Except as otherwise expressly provided for in the Contract Documents, all notices which the District or the Contractor may be required, or may desire, to serve on the other, shall be effective only if delivered by personal delivery or by postage prepaid, First Class Certified Return Receipt Requested United States Mail, addressed to the District or the Contractor at their respective address set forth in the Contract Documents, or such other address(es) as either the District or the Contractor may designate from time to time by written notice to the other in conformity with the provisions hereof. In the event of personal delivery, such notices shall be deemed effective upon delivery, provided that such personal delivery requires a signed receipt by the recipient acknowledging delivery of the same. In the event of mailed notices, such notice shall be deemed effective on the third working day after deposit in the mail.
- 15.5 Successors.** This Contract shall be binding upon and inure to the benefit of the respective successors-in-interest of the District and the Contractor. The foregoing notwithstanding, the Contractor shall not assign this Contract, any right or obligation hereunder or any portion thereof.
- 15.6 Permits; Approvals.** Unless otherwise expressly provided in the Contract Documents, the Contractor shall obtain and pay for all fees, permits or approvals necessary to complete the Work.
- 15.7 Non-Discrimination.** The Contractor and its Subcontractors shall not discriminate against any active or prospective employee based upon race, color, ancestry, national origin, religion, sex, age, sexual preference or marital status. The Contractor and its Subcontractors shall comply with all applicable laws, ordinances, rules and regulations prohibiting workplace discrimination and/or discriminatory employment practices.
- 15.8 Days.** Unless otherwise stated in the Contract Documents, all references to "days" shall be deemed references to calendar days.
- 15.9 Severability.** If any term, condition or provision of this Contract is deemed invalid, illegal or unenforceable by a Court of competent jurisdiction, such term, condition or provision shall be deemed severed herefrom, but all other terms, conditions and provisions hereof shall remain unaffected and in full force and effect.
- 15.10 Entire Agreement.** This Contract and the Contract Documents constitute the entire agreement and understanding of the District and the Contractor concerning the subject matter hereof.
- 16. Independent Contractor.** This Agreement is not a contract of employment between District and Contractor. At all times the Contractor shall be deemed and act as an independent contractor and is not authorized to bind District to any contracts or other obligations. District and Contractor agree that (a) Contractor will remain free from the control and direction of the District in connection with the performance of the Services; (b) the scope of work contemplated by this Agreement is outside the usual course of the District's business; and (c) Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as the Services performed under this Agreement.

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

**[END OF GENERAL CONDITIONS]**

# **OCEANSIDE UNIFIED SCHOOL DISTRICT**

## **ECHS Truax Exterior Improvements-HVAC #872-730**

**BID No. 2023-21-022P**

**7. PROJECT FORMS**

## SUBSTITUTION REQUEST FORM

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

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

---

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

## GUARANTEE

**Project: ECHS Truax Exterior Improvements-HVAC #872-730**  
**Bid No. 2023-21-022P**

The Contractor hereby warrants and guarantees to the Oceanside Unified School District (“District”) that all work, materials, equipment and workmanship provided, furnished or installed by or on behalf of Contractor in connection with the above referenced Project (the “Work”) have been provided, furnished and installed in strict conformity with the Contract Documents for the Work, including, without limitation, the Drawings and the Specifications. Contractor further warrants and guarantees that all work, materials, equipment and workmanship as provided, furnished and/or installed are fit for use as specified and fulfill all applicable requirements of the Contract Documents including, without limitation, the Drawings and the Specifications. Contractor shall, at its sole cost and expense, repair, correct and/or replace any or all of the work, materials, equipment and/or workmanship of the Work, together with any other items which may be affected by any such repairs, corrections or replacement, that may be unfit for use as specified or defective within a period of two (2) years from the date of the District's Final Acceptance of the Work, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the Contractor's failure and/or refusal to comply with the provisions of this Guarantee, within the period of time set forth in the Contract Documents after the District's issuance of the Notice to the Contractor of any defect(s) in the Work, materials, equipment or workmanship, Contractor authorizes the District, without further notice to Contractor, to repair, correct and/or replace any such defective item at the expense of the Contractor. The Contractor shall reimburse the District for all costs, expenses or fees incurred by the District in providing or performing such repairs, corrections or replacements within ten (10) days of the District's presentation of a demand to the Contractor for the same.

The provisions of this Guarantee and the provisions of the Contract Documents for the Work relating to the Contractor's Guarantee(s) and warranty(ies) relating to the Work shall be binding upon the Contractor's Performance Bond Surety and all successors or assigns of Contractor and/or Contractor's Performance Bond Surety.

The provisions of this Guarantee are in addition to, and not in lieu of, any provisions of the Contract Documents for the Work relating to the Contractor's guarantee(s) and warranty(ies) or any guarantee(s) or warranty(ies) provided by any material supplier or manufacturer of any equipment, materials or other items forming a part of, or incorporated into the Work, or any other guarantee or warranty obligation of the Contractor, prescribed, implied or imposed by law.

The undersigned individual executing this Guarantee on behalf of Contractor warrants and represents that he/she is duly authorized to execute this Guarantee on behalf of Contractor and to bind Contractor to each and every provision hereof.

*[Remainder of page intentionally left blank]*

**Contractor**

\_\_\_\_\_  
(Contractor Name)

\_\_\_\_\_  
(Signature of Contractor's Authorized Employee, Officer  
or Representative)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Date)



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

The Contractor agrees that it will abide by and implement the Oceanside Unified School District's ("District") Drug and Alcohol-Free Workplace, Drug and Alcohol Free Schools, Tobacco-Free Schools, Alcohol and Other Drugs, and Tobacco Board Policies, which prohibit the use of alcoholic beverages, illicit drugs, and tobacco products, at any time, on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating, "ALCOHOLIC BEVERAGE, DRUG, AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

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

\_\_\_\_\_  
CONTRACTOR

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

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

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Email

**NOTICE TO AWARD**

To: [Insert Name]

**Project Description: ECHS Truax Exterior Improvements-HVAC #872-730**

This Prime Contractor is to accurately locate and provide all HVAC Scope which includes replacement of 5 HVAC units on the Truax Building Roof. Prime Contractor is to use the District’s HVAC Standard – mechanical systems engineered and manufactured by Carrier or approved equal.

The Oceanside Unified School District (“District”) has considered the bid submitted by you for the above described work in response to its Notice to Bidders for the Project.

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

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

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

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

Dated: \_\_\_\_\_, 20\_\_.

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

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

\_\_\_\_\_, this is the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_  
Title \_\_\_\_\_



**NOTICE TO PROCEED**

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

**PROJECT: ECHS Truax Exterior Improvements-HVAC #872-730**  
located at: OUSD, Bond Construction Management Office  
2111 Mission Ave., Bldg. E Oceanside, CA 92058

You are hereby notified to commence work in accordance with the Contract dated **11-16-22** on **11-16-22**, and you shall complete the work on **[08-31-2023]**.

By: \_\_\_\_\_  
Associate Superintendent of Business Services