

PACIFIC VIEW CHARTER SCHOOL

REQUEST FOR QUOTES

Project Name: Pacific View LED Lighting Project

Project Description: Retrofit and replace interior lighting with LED lighting, replace exterior fixture with LED fixtures, install occupancy/vacancy sensors in classrooms.

Contacts: Patricia Terry, Project Manager James Malloy
pterry@redwoodenergy.org jmalloy@pacificviewcharter.com
(707) 382-2098 (707) 269-9490

Schedule: **Issue Date:** June 30, 2022
Optional site visit: Schedule with the School
Quotes Due: **By 3:00 pm, July 21, 2022**
Anticipated Award Date: August 1, 2021
Installation start: Schedule with the School
Installation Complete: By no later than December 1, 2022

Quotes should be submitted by email to:

Patricia Terry, Project Manager
Redwood Coast Energy Authority
pterry@redwoodenergy.org

Your proposal **must be received by 3:00 p.m. on July 21, 2022**. Submittals received after this date and time will not be accepted by the School. Please submit your completed proposal to the e-mail above. **Electronic submissions are acceptable; however, it is recommended that submission be sent in advance of the deadline in case of server delays. Bidders must use the attached form to submit their quotes.** Eureka school site address is 115 Henderson Street, Eureka, CA 95501.

With the expected project cost below \$15,000 (after a rebate of approximately \$17,000), vendor selection for this project will be based on “best value.” The Best Value selection criteria include completeness and adherence to the requirements of this Request for Quotes, contractor qualifications and past similar experience, proposed product quality and features, and price proposal. This work requires a C-10 license.

Minority, women, and disabled veteran contractors are encouraged to submit quotes. This project is not subject to Disabled Veteran Business Enterprise requirements. With the work scheduled during a school break, contractor fingerprint certification is not required.

Contract is attached. Contractors and subcontractors performing work on School public works contracts shall pay prevailing wages as determined by the Department of Industrial Relations (DIR) and must be registered with the DIR to perform Public Works.

The School reserves the right to postpone selection for its own convenience, to withdraw this Request for Quotes at any time, and to reject any and all submittals without indicating any reason for such rejection. Submitted quotes become the property of the School.

Insurance Requirements (summary only - see contract for full requirements):

General Liability:	\$1 million combined single limit personal injury and property damage for each occurrence and \$2 million annual aggregate; or \$2 million annual combined single limit
Builders Risk:	Not required
Automotive:	Covering bodily injury and property damage in an amount no less than \$1 million combined single limit for each occurrence.

Certificates for the insurance policies must be provided naming the School as additional insured. See contract for details.

Proof of Workers' Compensation insurance and employer's liability of at least \$1 million is required.

Bond Requirements: With the expected contract value less than \$15,000, there is no requirement for performance and payment bonds.

Bid Security: With a contract value less than \$15,000, only informal quotes are being requested; therefore, no bid security (e.g., 10% cashier's check or bid bond) is required.

Quote Submittals: Quotes should be good for at least 30 days from the date of submittal. Prices must be quoted F.O.B. Pacific View Charter School.

After a contractor is selected by the School and the Notice of Award is issued, failure to deliver the executed contract along with the required bonds and certificates of insurance (subject to review by the School's Risk Manager) in a timely manner (e.g., 10 days) may result in cancellation of the award of contract and selection of another contractor to perform the work.

SCOPE OF WORK

Pacific View Charter School (“School”) is soliciting bids from licensed and qualified contractors for the following scope of work at the Henderson St campus in Eureka, CA.

The selected contractor will:

Provide all equipment, labor, and material for a complete project. Include all site work, disposal, and applicable fees and taxes. A table of existing and proposed fixtures is provided in Appendix A.

1. Retrofit (165) existing 4-foot 2-lamp fluorescent box fixtures, and (2) 4-foot 2-lamp fluorescent wrap fixtures with 4-foot Type B LED lamps with integrated drivers.
 - a. Remove existing fluorescent (430) lamps and (215) ballasts;
 - b. Wire power to shunted lamp holders. Replace or shunt lamp holders if required.
 - c. Install (430) new 4-foot Type B LED lamps with integrated drivers.
 - d. Re-install ballast covers and affix required safety labels.
 - e. Restore fixture to its pre-retrofit condition.
2. Retrofit (48) 2-lamp recessed troffer fixtures as described above. Fixtures are in a multipurpose room with a high ceiling and will require a lift.
3. Remove (17) existing 3- and 4-foot wall-mounted 2-lamp fluorescent strip fixtures. Install (8) ceiling mounted 4-foot LED Strip fixtures.
4. Remove (40) 4-foot 2-lamp wrap fixtures and replace with (4) new 4-foot LED wrap fixtures.
5. Remove (12) screw-based fixtures in bathrooms and replace with (12) new round LED ceiling fixtures.
6. Remove (3) recessed square cans and (12) screw bases and install (15) new round LED ceiling fixtures.
7. Install (12) vacancy sensor at existing switch in classrooms and offices.
8. Install (4) ceiling mount occupancy sensors in bathrooms.
9. Ensure proper operation of new fixtures and lamps with installed automatic shutoff controls.
10. Remove (2) existing canopy fixtures and install (2) new LED canopy fixtures.
11. Remove (2) existing wallpack fixtures and install (2) new LED wallpack fixtures.
12. Coordinate disposal.
 - a. The disposal will be coordinate through the Redwood Coast Energy Authority’s Rebate Program.
 - b. Work directly with RCEA representative to ensure that all lamps and ballasts removed are properly disposed of and not left on site.
13. **Coordinate with the School and Redwood Coast Energy Authority to ensure adherence to rebate program terms (see Appendix B):**
 - a. The selected contractor must work directly with the Redwood Coast Energy Authority’s Direct Install program to ensure that the School receives all possible rebates associated with this project. RCEA will manage the rebate process with direct support from the selected contractor to ensure that the project remains rebate eligible. The rebate process requires detailed coordination of a variety of events. The selected contractor agrees to:
 - i. Ensure that all applicable LED technologies are listed and eligible for incentives. Use the California Statewide Qualified LED Product List for Verification:
<http://www.caioulightingqpl.com>.
 - a. LED Lamps must be listed as Type B Primary Use Case

- b. The retrofits must have an efficacy of 160 LPW or greater
- ii. Share the material list with RCEA prior to purchase to confirm incentive eligibility. For example, changes in selected brands or slight variations in installed wattages may impact overall incentive value or eligibility.
- iii. Be available for post-construction rebate inspection with RCEA or other third-party engineering firm.
- iv. Immediately inform RCEA of any potential scope changes that take place during the project. For example, slight variations in installed wattages may impact incentive values and eligibility.
- v. Furnish adequate invoices that detail material and labor costs at the measure level. These invoices will be submitted to RCEA for rebate purposes.
- vi. Itemize costing for RCEA reporting needs. Contractor acknowledges and agrees to provide this itemized costing post completion to ensure that each efficiency measure maintains eligibility for state incentives.

14. In addition to completing the scope described above:

- a. Verify all fixtures are operational seven (7) days post installation. If not operational, correct and verify.
- b. Provide briefing on the installed equipment to school staff/faculty.

APPENDIX A – EXISTING AND PROPOSED FIXTURES

Area	Existing Fixture	Lamp Type	Wattage	Lamps per fixture	Fixture Qty	Proposed Equivalent Fixture	Proposed Equivalent Lumens
Director's Office	Old style wrap fixture	T12	40	2	4	40W LED Wrap Fixture	4110
Lobby	Standard wrap fixture	T12	40	2	2	Type B LED Retrofit	1600
Lobby	Can Lights (not recessed)	LED-A		1	2	None	
Office	Old style wrap fixture	T12	40	2	10	40W LED Wrap Fixture	4110
Office Storage	3-Ft Strip	T12	30	2	2	Remove	
Office Storage	4-Ft Strip	T12	40	2	2	35W LED Strip Fixture	4450
Restroom	Screw based bare lamp	LED-A		1	1	15W LED Ceiling Fixture	2200
Conference Room	3-Ft Strip	T12	30	2	3	Remove	
Conference Room	4-Ft Strip	T12	40	2	3	35W LED Strip Fixture	4450
Copy Room	3-Ft Strip	T12	40	2	4	Remove	
Copy Room	4-Ft Strip	T12	40	2	3	35W LED Strip Fixture	4450
Restroom off Copy Room	Screw based bare lamp	LED-A		1	1	15W LED Ceiling Fixture	2200
Gymnasium	Recessed Troffer	T12	40	2	48	Type B LED Retrofit	
Kitchen	Old style wrap fixture	T12	40	2	6	40W LED Wrap Fixture	4110
Mechanical Room	Screw based bare lamp	CFL-A	23	1	2	15W LED Ceiling Fixture	2200
Girls Restroom	Screw-based fixture with frosted glass cover	A-Lamp		2	3	15W LED Ceiling Fixture	2200
Boys Restroom	Screw-based fixture with frosted glass cover	A-Lamp		2	3	15W LED Ceiling Fixture	2200
Gym Entry	Old style wrap fixture	T12	40	2	2	40W LED Wrap Fixture	4110
Exterior	LED Motion Lights	LED-Int		3	7	None	
Hallways	Old style wrap fixture	T12	40	2	14	40W LED Wrap Fixture	4110
Library	Box Fixture	T12	40	2	17	Type B LED Retrofit	1600

Area	Existing Fixture	Lamp Type	Wattage	Lamps per fixture	Fixture Qty	Proposed Equivalent Fixture	Proposed Equivalent Lumens
Storage Room	Box Fixture	T12	40	2	2	Type B LED Retrofit	1600
Break Room Hall	Recessed Square Fixture	A-Lamp		1	3	15W LED Ceiling Fixture	1600
AV Closet	Screw based bare lamp	Inc-A	100	1	1	15W LED Ceiling Fixture	2200
Boiler Room	Screw based bare lamp	Inc-A	100	1	1	15W LED Ceiling Fixture	2200
Rest Room	Screw based bare lamp	CFL-A	13	2	1	15W LED Ceiling Fixture	2200
Teachers' Lounge	Old style wrap fixture	T12	40	2	4	40W LED Wrap Fixture	4110
Server Room	Screw based bare lamp	Inc-A	100	1	1	15W LED Ceiling Fixture	2200
Room 6	Box Fixture	T12	40	2	18	Type B LED Retrofit	1600
Room 5	Box Fixture	T12	40	2	18	Type B LED Retrofit	1600
Room 1	Box Fixture	T12	40	2	18	Type B LED Retrofit	1600
Room K	Box Fixture	T12	40	2	18	Type B LED Retrofit	1600
Janitor's Closet	Screw based bare lamp	CFL-A	23	1	2	15W LED Ceiling Fixture	2200
Music Storage	Screw based bare lamp	CFL-A	23	1	2	15W LED Ceiling Fixture	2200
Girls Restroom	Screw-based fixture with frosted glass cover	A-Lamp		2	3	15W LED Ceiling Fixture	2200
Boys Restroom	Screw-based fixture with frosted glass cover	A-Lamp		2	3	15W LED Ceiling Fixture	2200
Room 2	Box Fixture	T12	40	2	18	Type B LED Retrofit	1600
Room 3	Box Fixture	T12	40	2	18	Type B LED Retrofit	1600
Room 4	Box Fixture	T12	40	2	18	Type B LED Retrofit	1600
Resource Room/Rainbow Room	Box Fixture	T12	40	2	18	Type B LED Retrofit	1600
Exterior	Surface Mount Canopy	HID		1	2	20W LED Canopy	2600
Exterior	Small Wallpack	HPS	50	1	2	27W LED Wallpack	3900

APPENDIX B - REBATE PROGRAM TERMS

1. Measures will be installed to the specifications in the Proposal. Any changes to the specifications must be approved in advance by the Project Manager.
2. All installed equipment must be new, meet all the specifications in the Project Proposal, and be listed on the Design Lights Consortium website (www.designlights.org) or other qualified product list as specified by the Program.
3. For each installation, the Contractor shall provide to RCEA all manufacturer and model numbers of proposed equipment prior to installation. The program will use this information to ensure the product is eligible for incentives. The equipment list must be approved by the Project Manager before installation.
4. Projects may be inspected by RCEA. For projects not passing site inspection, RCEA will issue a list of installation corrections (“Punch List”) identifying the causes, areas, and actions needed for project completion.
5. Installation corrections required to address the Punch List shall be performed within ten (10) business days. If the Contractor is unable to undertake corrective actions within ten (10) business days, the Contractor shall deliver, in writing, reasons for the delay.
6. The Contractor shall invoice the Customer for the project cost less the incentive amount. The Contractor will provide a copy of the Customer invoice for RCEA’s reporting purposes. Both invoices should reflect the dollar amounts agreed upon by the Customer and Contractor. Incentive dollars are payable to the Contractor within 30 days after the Project Manager has certified the project completion.
7. Project costs must be broken out by materials and labor for each unique measure.
8. **No Double Dipping:** The Contractor cannot access incentives or rebates from any other California ratepayer-funded energy efficiency programs while also receiving an incentive payment from RCEA’s Direct Install program. For example, the installed product receiving an RCEA incentive cannot also be discounted by the manufacturer using a PG&E upstream rebate
9. The Contractor shall provide all documentation as required by the program.
 - a. Documents should be signed and returned within two (2) business days.
 - b. The documentation may include:
 - i. Completion and Acceptance Certificate.
 - ii. Invoices.
 - iii. Product Specification sheets.
 - iv. Pictures of existing equipment specifications/ nameplates.
 - c. Invoices must include the make, model, and part numbers for all installed equipment qualifying for the incentive.
 - d. Costs must be broken out between measures and by materials, labor, and other costs. These costs can be reported directly to RCEA and do not need to be broken out on the Customer invoice.
10. Deliverables to the Customer:
 - a. A final equipment list documenting the project as built, including manufacturer, model number, and final quantities of each piece of equipment installed.
 - b. Warranty information for all equipment installed including information and forms necessary for making warranty requests for all equipment installed and that the participating Customer pre-register for warranties where applicable.
 - c. User manuals for all applicable equipment installed if available (e.g., occupancy sensors, exit signs, controls, special ballasts, fixtures etc.),
 - d. An invoice provided to the participating Customer for the total agreed upon cost of the project less the incentive.

PRICE PROPOSAL

Governing Board Pacific View Charter School

Dear Members of the Governing Board:

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 General Conditions, the Scope of Work and Specifications, and all other Contract Documents for the proposed Pacific View Charter School LED Lighting Project (“Project”), 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:

For the sum of

_____ Dollars (\$_____).

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

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.

Respectfully submitted,

Company: _____

Address: _____

By: _____

(Please Print Or Type Name)

Signature: _____

Title: _____

Date: _____

Telephone: _____

Contractor's License No: _____ Expiration Date _____

Dir Registration Number: _____

SUBCONTRACTOR LIST FORM

Each bidder shall list below the name and location of place of business for each Subcontractor who will perform a portion of the Contract work in an amount in excess of 1/2 of 1 percent of the total contract price. The nature of the work to be subcontracted shall also be described.

DESCRIPTION OF WORK	NAME	LOCATION	LICENSE #/DIR #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

CONTRACT

This Contract (“Contract”) is made by and between the **Pacific View Charter School** (“School”), and _____ (“Contractor”).

School and Contractor hereby agree as follows:

1. Description of Work

The Contractor agrees to furnish all labor, materials, equipment, tools, supervision, appurtenances, and services, including transportation and utilities, required to perform and satisfactorily complete all work required for the following project (“Project”) in full conformance with the attached Scope of Work:

Pacific View Charter School LED Lighting Project.

2. Contract Documents

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the Scope of Work, the Rebate Forms, the required Bonds and the Insurance forms, the Notice to Proceed, the General Conditions and any supplemental conditions, Technical Specifications.

3. Rebate

The Contractor agrees to work closely with the Project Manager to adhere to the terms of the Rebate Program as described in the Contract Documents.

3. Compensation

As full compensation for the Contractor's complete and satisfactory performance of the work and activities described in the Contract Documents, the School agrees to pay Contractor, and Contractor agrees to accept the sum of _____ Dollars (\$_____). If all Rebate terms are met, Payment to the Contractor shall be in the form of a rebate from the Redwood Coast Energy Authority in the sum of _____ Dollars (\$_____).

5. Time for Completion

The starting date of the Contract shall be the day listed by the School in the Notice to Proceed and the Contractor shall fully complete all the work before the expiration of 90 calendar days from the starting date. Time is of the essence in the performance of this Contract.

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

School

Contractor

Contractor License No. and Expiration Date

DIR Registration No. and Expiration Date

By: _____
Individual Signature

Title

Date

For: _____
Corporation or Partnership

If Corporation, Place Seal Below.

GENERAL CONDITIONS TO CONTRACT

1. DEFINITIONS

Project Manager: The person or firm which has been designated (if any designated) to provide specifications and oversight and coordination services on this Project. If no Project Manager has in fact been designated, then the matter shall be referred to the School Superintendent.

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

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

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

Contractor: The person or entity holding a valid license in the State of California required for performing this Project and who has contracted with the School to perform the construction work described in the Contract Documents.

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

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

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

Subcontractor: A person, firm, or corporation, duly licensed by the State of California, who has a contract with the Contractor regarding the Project.

2. PROJECT MANAGER

The Project Manager is responsible for the product specifications and oversight and coordination of the Project. The Project Manager will be a designated representative of the Redwood Coast Energy Authority ("RCEA"). The Contractor must be in communication with the Project Manager to ensure program requirements are met. The Contractor should notify the Project Manager of:

- a. The installation schedule.
- b. Any changes to the scope or cost of the project.
- c. Any callbacks regarding the project.
- d. In the case that the program or School has questions, the Contractor is required to respond in a timely fashion. Responses to inquiries shall be given within two (2) business days. A response means that person-to-person communication shall be attempted. If the information needed is not available on short notice, the parties shall agree upon a reasonable time when a full response is to be expected. If information is available on short notice, it shall be delivered by a mutually agreed upon method (telephone call, voice mail, e-mail, etc.).

3. CONTRACT DOCUMENTS

a. Contents and Precedence

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the Scope of Work, Quote, Rebate documents, the required Insurance forms, the Notice to Proceed, the General Conditions, any supplemental Conditions, and the Technical Specifications. The Contract Documents are complementary, and anything required by one shall be as binding as if required by all. In case of conflicts within the Contract Documents, the order of precedence of interpretation shall be as listed above, with the

executed Contract and any change order thereto having priority, and subsequent Addenda having priority over prior Addenda only to the extent modified by the subsequent Addenda.

b. Ambiguities, Errors, and Inconsistencies

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

c. Standards

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

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

4. INTENT OF SCOPE OF WORK AND SPECIFICATIONS

- a. The Scope of Work and Specifications are to be read as an integrated document.
- b. Contractor shall make all additional measurements necessary for the work and shall be responsible for their accuracy. Before ordering any material or doing any work, the Contractor shall verify all measurements at the Project site and shall be responsible for the correctness of same.
- c. It is the intent of the Scope of Work to describe complete installations. Items not specified but described, or specified but not described, shall be included unless specifically omitted.
- d. The Specifications shall be deemed to include and require everything necessary and reasonably incidental to the completion of all work described, whether particularly mentioned or shown, or not.

5. MASTER MANDATORY PROVISIONS

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

6. CONTRACTOR

- a. The Contractor shall perform all the work and activities required by the Contract Documents and furnish all labor, materials, equipment, tools, and appurtenances necessary to perform the work and complete it to the School's satisfaction within the time specified. The Contractor shall at all times perform the work of this Contract in a competent and skillful manner and, if not specifically stated, accomplish the work according to the best standards of construction practice. The Contractor in no way is relieved of any responsibility by the activities of the Project Manager in the performance of such duties.
- b. All dimensions affecting proper fabrication and installation of all Contract work must be verified by the Contractor prior to fabrication and installation by taking field measurements of the true conditions. The Contractor shall take, and assist Subcontractors in taking, all field dimensions required in performance of the work, and shall verify all dimensions and conditions on the site. If there are any discrepancies between the Scope of Work and existing conditions which will affect the work, the Contractor shall promptly bring such discrepancies to the attention of the Project Manager for adjustment before proceeding with the work. Contractor shall be responsible for the proper fitting of all work and for the coordination of all trades, Subcontractors and persons engaged upon this Contract.
- c. Contractor shall do all cutting, fitting, or patching of Contractor's work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors as shown, or reasonably implied by Scope of Work for the completed work. Any cost incurred by the School due to defective or ill-timed work shall be borne by the Contractor.

7. RESPONSIBILITY OF CONTRACTOR

- a. Contractor shall be held strictly responsible for the proper performance of all work covered by the Contract Documents, including all work performed by Subcontractors. All work performed under this Contract shall comply in every respect to the rules and regulations of all agencies having jurisdiction over the Project or any part thereof.
- b. Contractor shall perform the duties and shall submit Verified Reports as required by Title 24, California Code of Regulations ("CCR").
- c. With respect to work performed at and near a school site, Contractor shall at all times take all appropriate measures to ensure the security and safety of students and staff, including, but not limited to, ensuring that all of Contractor's employees, Subcontractors, and suppliers entering school property strictly adhere to all applicable School policies and procedures, e.g., sign-in requirements, visitor badges, and access limitations.

8. SUBCONTRACTORS

- a. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the School. The School shall be deemed to be the third-party beneficiary of the contract between the Contractor and each Subcontractor. If the Contractor does not specify a Subcontractor for any portion of the work to be performed under this Contract, as required by law, Contractor shall perform that portion of the work with its own forces. The Contractor shall not substitute any other person or firm as a Subcontractor for those listed in the proposal submitted by the Contractor, without the written approval of the School and in conformance with the requirements of the Public Contract Code. The School reserves the right of approval of all Subcontractors proposed for use on this Project, and to this end, may require financial, performance, and such additional information as is needed to secure this approval. If a Subcontractor is not approved, the Contractor shall promptly submit another firm of the same trade for approval.

9. INSURANCE

- a. Contractor shall obtain insurance from a company or companies acceptable to School. All required insurance must be written by an admitted company licensed to do business in the State of California at the time the policy is issued. All required insurance shall be equal to or exceed an A VIII rating as listed in Best's Insurance Guide's latest edition. Required documentation of such insurance shall be furnished to the School at the time Contractor returns the executed Contract. On a case-by-case basis, the School may accept insurance written by a company listed on the State of California Department of Insurance List of Eligible Surplus Lines ("LESLI List") with a rating of A VIII or above as listed in Best's Insurance Guides' latest edition. Required documentation of such insurance shall be furnished to the School within the time stated in the Notice of Award. Contractor shall not commence work nor shall it allow its employees or Subcontractors or anyone to commence work until all insurance required hereunder has been submitted and approved by the School and a notice to proceed has been issued.
- b. Contractor shall take out and maintain at all times during the life of this Contract, up to the date of acceptance of the work by the School, the following policies of insurance:
 - 1) General Liability Insurance: Personal injury and replacement value property damage insurance for all activities of the Contractor and its Subcontractors arising out of or in connection with this Contract, written on a comprehensive general liability form including contractor's protected coverage, blanket contractual, completed operations, vehicle coverage and employer's non-ownership liability coverage, in an amount no less than either:
 - i. \$1,000,000.00 combined single limit personal injury and property damage for each occurrence and \$2,000,000.00 annual aggregate; or
 - ii. \$2,000,000.00 annual combined single limit.
 - 2) Builders Risk Insurance:
 - i. X Contractor is not required to procure and maintain builders' risk insurance (all-risk coverage).
 - ii. Contractor shall procure and maintain builders' risk insurance (all-risk coverage) on a one hundred percent completed value basis on the insurable portion of the project for the benefit of the School, and the Contractor and subcontractor as their interest may appear.
 - 3) Automobile Liability Insurance: Covering bodily injury and property damage in an amount no less than \$,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles and be included on the umbrella/excess policy.
- c. The certificate(s) for both the General Liability Policy(ies) and the Automobile Liability Policy specified above must state that the insurance is under an occurrence based, and not claims made, policy(ies) and shall be endorsed with the following specific language:
- d. "Pacific View Charter School is named as additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for bodily injuries, deaths or property damage or destruction arising in any respect directly or indirectly in the performance of the Contract."
- e. The certificate(s) for both the General Liability Policy and the Automobile Liability Policy, as well the Builders' Risk Policy if required above, shall be endorsed with the following specific language:
 - 1) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverages afforded shall apply as though separate policies have been issued to each insured.
 - 2) The insurance provided herein is primary and no insurance held or owned by the School shall be called upon to contribute to a loss.

- 3) Coverage provided by this policy shall not be reduced or canceled without thirty (30) days written notice given to the Owner by certified mail.
 - 4) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.
 - 5) The certificates must state that the insurance is under an occurrence based, and not a claims-made, or "modified occurrence," policy (policies).
- f. Within ten (10) days following issuance of the Notice to Proceed of the Contract, the following documentation of insurance shall be submitted to School for approval prior to issuance of the Notice to Proceed: Certificates of insurance showing the limits of insurance provided, certified copies of all policies, and signed copies of the specified endorsements for each policy. At the time of making application for an extension of time, the Contractor shall submit evidence that the insurance policies will be in effect during the requested additional period of time.
- g. If the Contractor fails to maintain such insurance, the School may take out such insurance to cover any damages of the above-mentioned classes for which the School might be held liable on account of the Contractor's failure to pay such damages and deduct and retain the amount of the premiums from any sums due the Contractor under the Contract.
- h. Workers' Compensation Insurance:
- 1) Within ten (10) calendar days following issuance of the Notice to Proceed of the Contract, the Contractor shall furnish to the School satisfactory proof that the Contractor and all Subcontractors it intends to employ have procured, for the period covered by the Contract, full Workers' Compensation insurance and employer's liability with limits of at least \$1,000,000 with an insurance carrier satisfactory to the School for all persons whom the Contractor may employ in carrying out the work contemplated under this Contract in accordance with the Workers' Compensation Insurance and Safety Act, approved May 26, 1913, and all acts amendatory or supplemental thereto (the "Act"). Such insurance shall be maintained in full force and effect during the period covered by the Contract. In the event the Contractor is self-insured, Contractor shall furnish a Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self-Insurance, Sacramento, California.
 - 2) If the Contractor fails to maintain such insurance, the School may take out worker's compensation insurance to cover any compensation which the School might be liable to pay under the provisions of the Act, by reason of any employee of the Contractor being injured or killed and deduct and retain the amount of the premiums for such insurance from any sums due the Contractor under the Contract, or otherwise recover that amount from the Contractor or the Surety.
 - 3) If an injury occurs to any employee of the Contractor for which the employee, or the employee's dependents in the event of the employee's death, is entitled to compensation under the provisions of the Act, or for which compensation is claimed from the School, the School may retain from the sums due the Contractor under this Contract an amount sufficient to cover such compensation, as fixed by the Act, until such compensation is paid, or until it is determined that no compensation is due, and if the School is compelled to pay such compensation, it will deduct and retain from such sums the amount so paid, or otherwise recover this sum from the Contractor or its Surety.
 - 4) The policies represented by the certificates shall be endorsed with a Waiver of Subrogation and must contain the provision (and the certificates must so state) that the insurance cannot be canceled until thirty (30) days after written notice of intended cancellation has been given to the School by certified mail.

10. CODES AND REGULATIONS

- a. The Contractor shall be knowledgeable regarding and shall comply with applicable portions of Code of Regulations Title 24, the applicable Building Codes, and all other codes, ordinances, regulations, or orders of properly constituted authority having jurisdiction over the work of this Project. The Contractor shall examine the Contract Documents for compliance with these codes and regulations and shall promptly notify the Project Manager of any discrepancies.

- b. All work and materials shall be in full accordance with the latest rules and regulations of the Safety Orders of the Division of Industrial Safety and the applicable State laws and/or regulations. Nothing in the Project plans or Specifications is to be construed to permit work not conforming to the applicable Codes. Buildings and/or all other construction covered by this Contract shall meet all the regulations for access by the physically handicapped as administered by the Division of the State Architect and as may be required by federal or state law.

11. PERMITS AND TAXES

- a. The Contractor shall obtain and pay for all permits, fees and licenses that are required in order to perform the work under this Contract. The School shall pay connection charges and meter costs for new permanent utilities required by these Contract Documents.
- b. The Contractor shall pay for all applicable taxes on materials and equipment.

12. PATENTS AND ROYALTIES

All fees or claims for patents, royalties or licenses on materials, equipment or processes used in the performance of work on this Project shall be included in the amount of the Proposal.

13. SAFETY AND FIRE PREVENTION

- a. The Contractor, Subcontractors and all of their agents and employees shall fully comply with all of the provisions and requirements of CAL/OSHA, Title 8, California Code of Regulations, and all other safety codes applicable to the Project, including but not limited to all federal, state, local and School ordinances and protocols relating to COVID-19. The Contractor shall take thorough precautions at all times for the protection of persons and property and shall be liable for all damages to persons or property, either on or off the site, which occur as a result of Contractor's prosecution of the work. The Contractor shall obtain permits for, install and maintain in safe condition barricades, walkways, fences, railings, and whatever other safeguards that may be necessary to protect persons and property from damage as a result of the construction under this Contract.
- b. By entering into the Contract with the School, the Contractor is certifying that all of its employees, subcontractors, volunteers, agents, and representatives who may come onto the Project or otherwise come into contact with School students and/or staff have either been fully vaccinated or are receiving weekly COVID-19 testing. It shall be the Contractor's sole responsibility to maintain, update and ensure compliance with this requirement. The Contractor shall provide the School with any documentation or information necessary to verify compliance.
- c. Contractor is required to ensure Material Safety Data Sheets ("MSDS") are available in a readily accessible place at the work site for any material requiring a MSDS pursuant to the federal "Hazard Communication" standard or employee "right to know" laws. Contractor is also required to ensure proper labeling on materials brought on the job site such that any person working with the material or within the general area of the material is informed of the hazards of the material and follows proper handling and protection procedures. A copy of the MSDS shall also be promptly submitted directly to the School.
- d. Contractor shall take extraordinary care to prevent fires.

14. HAZARDOUS MATERIALS

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

No asbestos, asbestos-containing products or other hazardous materials shall be used in this construction or in any tools, devices, clothing, or equipment used to further this construction.

15. TEMPORARY FACILITIES

The Contractor shall obtain permits for, install and maintain in safe condition all scaffolds, hoisting equipment, barricades, walkways, or other temporary structures that may be required to accomplish the work. Such structures shall be adequate for the intended use and capable of safely accepting all loads that may be imposed upon them. They shall be installed and maintained in accordance with all applicable codes and regulations.

16. SIGNS

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

17. TIME

- a. The Contractor shall commence the work on the date indicated in the Notice to Proceed. Time is of the essence regarding the Contract work, and the Contractor shall prosecute the work diligently and regularly at such a rate of progress as to ensure completion of this Project within, or sooner than, the time specified.
- b. The Contractor and Subcontractors shall provide and maintain enough workforce, materials, and equipment to ensure a rate of construction progress that will complete the Project within or sooner than the time specified and according to the schedule of work. If, in the School's opinion, the Contractor and/or Subcontractors are not prosecuting the work at a sufficient rate of progress to meet the Project schedule, the School may direct the Contractor to provide additional workforce, materials or equipment, or to work additional hours, holidays or weekends without additional cost to the School until the work is progressing in a manner satisfactory to the School. Failure to prosecute the work in a timely manner according to the Project schedule is considered a breach of Contract and shall be cause for termination of the Contract.

18. CONSTRUCTION SCHEDULE

- a. Within fifteen (15) calendar days after the award of the Contract, the Contractor shall prepare and submit to the Project Manager and School an as-planned construction schedule showing in detail how the Contractor plans to prosecute the work within the time set for Final Completion. The schedule shall include the work of all trades necessary for construction of the Project and shall be sufficiently complete and comprehensive to enable progress to be monitored on a day-by-day basis. The information for each activity shall include at a minimum the activity description, duration, start date and completion date.
- b. The Contractor shall take care in the preparation of the schedule to ensure that it represents an accurate and efficient plan for accomplishing the work. If the Project is more than one week behind schedule, it must be promptly revised showing how the Contractor plans to complete the work, but in no case shall it show a completion date later than that required by the Contract, unless a time extension has been granted. The current schedule shall be kept posted in the Contractor's project office on site.

19. DELAYS AND TIME EXTENSIONS

- a. The Contractor may be granted a time extension if the Contractor encounters an unavoidable delay of the work due to causes completely beyond the Contractor's control and which the Contractor could not have avoided by the exercise of reasonable care, prudence, foresight, and diligence. The Contractor will not be granted time extensions for weather conditions which are normal for the location of the Project, according to the U. S. Weather Bureau Records.
- b. A request for extension of time and compensation related thereto shall be made in writing to the Project Manager and School within ten (10) calendar days of the date the delay is encountered or shall be deemed waived. The request shall include a detailed description of the reasons for the delay and corrective measures by the Contractor.
- c. No damages or compensation or any kind shall be paid to a Contractor because of delays in the progress of work, whether such delays be avoidable or unavoidable, that are not the responsibility of School. School's liability to Contractor for delays for which School is responsible shall be limited to an extension of time unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the Contract was awarded. The School shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the more judicious handling of forces or equipment.

20. SCHOOL'S RIGHT TO STOP WORK; TERMINATION OR SUSPENSION OF THE CONTRACT

a. School's Right to Stop Work:

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

b. Termination for Cause:

- 1) If the Contractor refuses or fails to furnish sufficient materials, work force, equipment, and appurtenances to properly prosecute the work in a timely manner, or if Contractor refuses or fails to comply with any provisions of the Contract Documents, or if Contractor should file a bankruptcy petition or make a general assignment for the benefit of Contractor's creditors or if a receiver should be appointed on account of Contractor's insolvency, then the School may give the Contractor and Contractor's Surety written notice of intention to terminate the Contract. Unless within seven (7) calendar days after the serving of such notice upon the Contractor and Contractor's Surety such violation shall cease and arrangements for correction of such conditions shall be made satisfactory to the School, the Contract shall cease and terminate. In the event of such termination, the School shall immediately serve written notice thereof upon the Contractor and Contractor's Surety.
- 2) In the event of termination for cause, in addition to all remedies available to the School, the Contractor's Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance within five (5) calendar days from the date of the issuance of such notice of termination, the School may take over the work and prosecute the same to completion by letting another Contract, or by any other method that the School deems advisable. The Contractor and Contractor's Surety shall be liable for any excess cost incurred by the School thereby, and in any such event the School may take possession of such materials, equipment, and other property belonging to the Contractor as may be on the site and use same in completing the work.

c. Termination or Suspension for Convenience:

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

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

21. ASSIGNMENT OF CONTRACT

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

22. COORDINATION WITH OTHER CONTRACTS

- a. The School reserves the right to do other work or award other contracts in connection with this Project. By entering into this Contract, Contractor acknowledges that there may be other contractors on or adjacent to the Project site whose work must be coordinated with that of its own. Contractor expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other contractors, or that of the School and its Project Manager. Contractor also expressly agrees that in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the Contractor expressly waives any remedy against the School and Project Manager on account of delay, hindrance, interference, or other such events caused by a separate contractor.
- b. If Contractor is aware of a current or potential conflict between Contractor's work and the work of another contractor on the site and is unable to informally resolve the conflict directly with the other contractor, Contractor shall promptly provide written notice to the School, with a copy to the Project Manager and the other contractor, specifying the nature of the conflict, the date upon which the conflict arose, and the steps taken to attempt to resolve the conflict. The School may issue written instructions to address the conflict.
- c. If, through Contractor's negligence, any other contractor or subcontractor shall suffer loss or damage to the work, Contractor shall make a reasonable effort to settle with such other contractor and subcontractor by agreement or arbitration. If such other contractor or subcontractor shall assert any claim against the School or Project Manager, on account of any damage alleged to have been so sustained, the School or Project Manager shall notify the Contractor, who shall defend such proceedings at Contractor's own expense and save harmless and indemnify the School and the Project Manager from any such claim.

23. SUBMITTALS

- a. Copies of specification sheets in quantities specified by the Project Manager shall be submitted to the Project Manager for all items for which they are required by the plans and Specifications. Prior to transmittal, the Contractor shall examine all submittals for accuracy and completeness in order to verify their suitability for the work and compliance with the Contract Documents and shall sign and date each submittal. Submittals shall be made sufficiently before the items are required for the work so as to cause no delay and shall be in accordance with the Project construction schedule.

24. PAYMENTS

- a. Cost Breakdown:

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

- b. Final Payment:

Within thirty (30) days after all required work is fully completed in accordance with the Contract Documents, the Contractor shall submit a final invoice for the total value of the work completed in accordance with the Contract, which shall be subject to review and approval by the School. The invoice shall detail the work as described in the Rebate Terms. The Contractor will invoice the School for the sum of final invoice less the RCEA Rebate. As required by law, School shall pay Contractor the unpaid balance of the Contract price of the work, or the whole Contract price of the work if no progress payment has been made, determined in accordance with the terms of the Contract, less such sums as may be lawfully retained under any provision of the Contract, including, but not limited to amounts for stop notices, for third-party claims for which the Contractor is required to indemnify the School, for defective work and costs incurred by the School in connection therewith, or for other such claims and damages attributable to the Contractor ("Final Payment"). Prior progress estimates and payments are subject to correction in the Final Payment. Tender of the Final Payment shall constitute denial by the School of any unresolved claim. Contractor's acceptance of the Final Payment shall operate as a full and final release to the School and its agents from any and all unasserted claims Contractor has, or may have, related to this Contract.

- c. **Payments Do Not Imply Acceptance of Work:**
- d. The granting of any progress payment or payments by the School or the receipt thereof by the Contractor shall not constitute acceptance of the work or of any portion thereof, and shall in no way lessen the liability of the Contractor to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.
- e. Release:

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

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

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

25. MODIFICATIONS OF CONTRACT

- a. **Changes In The Work:**
 - 1) The School, before the date of acceptance of the work, may, without notice to the Sureties, order changes in the work ("Modifications"), may order extra materials and extra work in connection with the performance of the Contract, and the Contractor shall promptly comply with such orders. All Modifications must be approved by DSA and the State Fire Marshall, if applicable, as required by law.
 - 2) If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the Contract shall be increased or decreased by such amount as represents the reasonable and proper allowance for the increase or decrease in the cost of the work in accordance with the provisions of this Article, and any other applicable terms of the Contract, including, but not limited to, the Contractor's schedule of values and the price for allowances, if any. Except as provided by law, the total cost of all Modifications shall not exceed ten (10) percent of the original Contract price.
 - 3) In the case of a disputed work item, the School may direct the Contractor to perform the disputed work at no additional cost to the School on the grounds that the work is adequately indicated in the Contract Documents, and therefore already included in the Contract price. If the Contractor maintains that the disputed work represents a modification to the Contract, Contractor may submit a claim in accordance with Article 40, Resolution of Construction Claims. Notwithstanding any dispute regarding the requirements of the Contract Documents, Contractor shall promptly and fully comply with the School's directive. Contractor's failure to do so shall be deemed a material breach of this Contract, and in addition to all other remedies, School may, at its sole discretion, hire another contractor and/or use its own forces to complete the disputed work at Contractor's sole expense, and may deduct the cost of such work from the Contract price.
- b. **Cost Breakdown:**

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

 - 1) **Limitations Where Contract Price Changes are Involved:**
 - a) **Overhead and Profit for the Contractor.** The Contractor's and any Subcontractor's overhead and profit on the cost of subcontracts shall be a sum not exceeding ten percent (10%) of

such costs. The Contractor's and any Subcontractor's overhead and profit on the costs of work performed by the Contractor or Subcontractor shall be a sum not exceeding fifteen percent (15%) of such costs. Overhead and profit shall not be applied to the cost of taxes and insurance by Contractor or Subcontractors or to credits. No processing or similar fees may be charged by the Contractor in connection with the Modification. "Overhead and profit" shall include all plant, equipment rental and repair, project management, field coordination, job site project supervision and indirect labor and materials.

b) Taxes. State and city sales taxes should be indicated. Federal excise tax shall not be included. (School will issue an exemption on request.)

2) Change Order Certification:

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

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

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

d) Unit Prices, Schedule of Values, or Allowances:

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

d. Time and Materials:

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

1) Labor, including premium on compensation insurance and charge for Social Security taxes, and other taxes pertaining to labor.

2) Material, including sales taxes and other taxes pertaining to materials.

3) Plant and equipment rental, to be agreed upon in writing before the work is begun. No charge for the cost of repairs to plant or equipment will be allowed.

4) Overhead and profit computed at fifteen percent (15%) of the total of Items (1) to (3) inclusive.

5) The proportionate cost of premiums on bonds computed at one and one-half percent (1-1/2%) of the total of items (1) to (4) inclusive.

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

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

g. Oral Modifications:

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

26. INDEMNITY

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

27. WARRANTY OF TITLE

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

28. GUARANTEE AND WARRANTY

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

Guarantee & Warranty

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

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

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

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

29. SUBSTITUTIONS

a. Wherever in the Scope of Work or Specifications, a material or product is called for by trade or brand names or manufacturer and model number, alternative items of equal quality and purpose may be proposed for use by the Contractor. The burden of proof of equality is on the Contractor, and Contractor shall furnish all information and supplies necessary for the Project Manager to make a thorough evaluation of the proposed substitution. The Project Manager's decision about the equality of the proposed substitution is final, and if the proposed

substitution is not approved, the Contractor shall install the item called for. Proposed substitutions and any changes in adjacent work caused by them shall be made by the Contractor at no additional cost to the School.

- b. In the event Contractor makes substitutions in materials, equipment, or designs, with or without the School's approval, other than those authorized herein, the Contractor shall then assume full responsibility for the effects of such substitutions on the entire Project, including the design, and shall reimburse the School for any charges resulting from such substitutions, including any charges for modifications in the work of other trades, and including any charges for additional design and review, plus reasonable and customary mark-ups.

30. INSPECTION

- a. All materials, equipment and workmanship used in the work of the Project shall be subject to inspection or testing at all times and locations during construction and/or manufacture. Any material or work found to be unsatisfactory or not according to the Contract Documents shall be replaced with the correct material or work and the defective items promptly removed, all at the Contractor's expense, when directed to do so by any of the above-named persons having authority over the work. The cost of review time and analysis by the Project Manager or other School consultants necessitated by incomplete or defective work by the Contractor shall be charged to the Contractor.
- b. Inspection and testing by the School or its representatives shall not relieve the Contractor from complying with the requirements of the Contract Documents. The Contractor is responsible for its own quality control.

31. CLEANUP

The Contractor shall maintain the premises and area of the work in a neat and clean condition. No burning of rubbish on site shall be allowed. The Contractor shall control dust on the site by sprinkling at whatever intervals are necessary to keep it laid down and shall take measures to prevent dust and debris from being accidentally transported outside the area of the work.

32. INSTRUCTIONS AND MANUALS

Copies of the maintenance instructions, application/installation instructions and service manuals called for in the Specifications shall be provided by the Contractor.

33. LABOR STANDARDS

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

Contractor shall comply with Labor Code §§1773.3, 1777.5 and 1777.6, and 3077 et. seq. with regard to apprentices, each of which is incorporated by reference into this Contract.

As required by Labor Code §1773.2, the School has available copies of the general prevailing rate of per diem wages for workers employed on public work as determined by the Director of the Department of Industrial Relations, which shall be available to any interested party on request. Contractor shall post a copy of the document at each job site. The Contractor and each Subcontractor shall pay each worker performing work under this Contract at a rate not less than the prevailing wage as defined in Labor Code §1771 and 1774 and §16000(a) of Title 8, California Code of Regulations.

The Contractor agrees to comply with the provisions of §§1776 and 1812 of the Labor Code. The Contractor and each Subcontractor shall keep or cause to be kept an accurate record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week of all workers employed by Contractor in connection with the execution of this Contract or any subcontract thereunder and showing the actual per diem wages paid to each of such workers.

34. PROJECT COMPLETION

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

35. RESOLUTION OF CONSTRUCTION CLAIMS

- a. Public work claims of \$375,000 or less between the Contractor and the School are subject to the provisions of Article 1.5 (commencing with §20104) of Chapter 1 of Part 2 of the Public Contract Code ("Article 1.5 claim"). For purposes of Article 1.5, "public work" has the same meaning as set forth in §§3100 and 3106 of the Civil Code; "claims" means a separate demand by Contractor for a time extension or payment of money or damages arising from work done by or on behalf of Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to or the amount of the payment which is disputed by the School.
- b. All Article 1.5 claims shall be submitted on or before the date of the Final Payment and shall include all documents necessary to substantiate the claim. School shall respond in writing within 45 days of receipt of claim if the claim is less than or equal to \$50,000 ("\$50,000 claim") or within 60 days if the claim is over \$50,000 but less than or equal to \$375,000 ("50,000 - \$375,000 claim"). In either case, School may request in writing within 30 days of receipt of claim any additional documentation supporting the claim or relating to any defenses to the claim which the School may have against the Contractor. Any additional information shall be requested and provided upon mutual agreement of the School and the Contractor. School's written response to the claim shall be submitted to Contractor within 15 days after receipt of the further documentation for \$50,000 claims or within 30 days after receipt of the further documentation for \$50,000 - \$375,000 claims or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.
- c. Within 15 days of receipt of the School's response, if Contractor disputes the School's written response, or within 15 days of the School's failure to respond within the time prescribed, the Contractor shall provide written notification to School demanding an informal conference to meet and confer ("conference") to be scheduled by School within 30 days. Following the conference, if any claim or portion remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim pursuant to this section until the time that claim is denied as a result of the conference process, including any period of time utilized by the meet and confer process.
- d. Pursuant to Public Contract Code §20104.2(f), this section does not apply to tort claims and does not change the period for filing claims or actions specified by Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

- e. If a civil action is filed, within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within 15 days, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days of the commencement of the mediation unless time is extended upon a good cause showing to the court or by stipulation of the parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- f. If the matter remains in dispute, the case shall be submitted to judicial arbitration as set forth in Public Contract Code §§20104.4 (b)(1) through (b)(3).
- g. For any claim in excess of \$375,000, the Contractor and the School shall follow the same process as for an Article 1.5 claim. The School will forward a response within 60 days of submittal of any such claim. Judicial arbitration is not required for claims in excess of \$375,000.
- h. Claims shall also be processed consistent with Public Contract Code section 9204, which provides processing timelines and procedures, and requires that undisputed claims be promptly paid in accordance with this code provision.
- i. In addition, for all unresolved claims that the Contractor wishes to pursue, the Contractor shall file a timely claim pursuant to the Government Claims Act and shall otherwise comply with the procedures set forth in that Act prior to commencing any litigation against the School. The accrual date for any such claim is the date the dispute or controversy first arose regarding the issues raised in the claim.
- j. "The date of Final Payment," as used in this Article 40, means the date the public entity is required to release retention proceeds in accordance with Public Contract Code §7107 regardless of whether any payment is made to the Contractor at that time.
- k. The claims required by this Article are jurisdictional and conditions precedent to the commencement of any further legal proceedings. Strict compliance with all filing deadlines is mandatory.

36. FINGERPRINTING

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

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

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

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

By execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school facility where the Contractor and/or Contractor's employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation. In accordance with Education Code §45125.2 the Contractor shall, at Contractor's own expense, (1) install a physical barrier to limit contact with students by Contractor and/or Contractor's employees, and/or (2) provide for the continuous supervision and monitoring of the Contractor and/or Contractor's employees by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice, and/or (3) provide for the surveillance of the Contractor and Contractor's employees by a School employee.

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

By execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school facility involving only limited contact with

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

37. DRUG-FREE WORKPLACE CERTIFICATION

Contractor certifies all of the following:

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

38. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted, and this Contract shall be read and enforced as though it were included, and if through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party the Contract shall be amended to make the insertion or correction.

39. GENERAL PROVISIONS

a. Assignment and Successors:

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

b. Third Party Beneficiaries:

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

c. Choice of Law and Venue

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

d. Severability

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

e. Entire Agreement

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

f. Waiver

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

--END--

NOTICE OF AWARD

To: _____

Project Description:

The School has considered the bid submitted by you for the above-described work in response to its Notice Inviting Bids for the Project.

You are hereby notified that your bid has been accepted in the amount of: _____ Dollars (\$0.00).

You are required 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) calendar 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) calendar days from the date of issuance of this Notice, the School will be entitled to consider all your rights arising out of its acceptance of your bid as abandoned and your Bid Bond forfeited. The School 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 School.

Dated this ___ day of _____, 2022.

By: _____

Authorized School Signature

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

_____, this is the ___ th day of _____, 2022.

By: _____

NOTICE TO PROCEED

To:

Date:

PROJECT: Pacific View LED Lighting Project

You are hereby notified to commence work in accordance with the Contract dated _____, 2022, on or before December 1, 2022, and you shall complete the work _____ consecutive calendar days thereafter.

By: _____