

**REQUEST FOR PROPOSALS  
FOR THE  
BONITA UNIFIED SCHOOL DISTRICT  
FOR  
THE DESIGN-BUILD OF A CNG FUELING STATION  
AT  
THE DISTRICT'S TRANSPORTATION YARD**

**RFP No. 14-15:03**

**BONITA UNIFIED SCHOOL DISTRICT  
115 W. Allen Ave.  
San Dimas, CA 91773**

**PROPOSALS DUE: APRIL 10, 2015, 10:00 A.M.**

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## **NOTICE INVITING PROPOSALS**

### **BONITA UNIFIED SCHOOL DISTRICT**

NOTICE IS HEREBY GIVEN that the Bonita Unified School District, acting by and through its Governing Board, hereinafter referred to as "District", will receive prior to 10:00 a.m. on April 10, 2015 sealed proposals for the award of a Contract for the following "Project":

#### **RFP NO. 14-15:03**

#### **DESIGN-BUILD OF CNG FUELING STATION AT DISTRICT TRANSPORTATION YARD**

All proposals shall be made and presented only on the forms presented by the District. Proposals shall be received in the *District Office located at 115 W. Allen Ave., San Dimas, CA 91773* and shall be opened and publicly read aloud at the above state time and place. Any proposals received after the time specified above or after any extensions due to material changes shall be returned unopened.

All references to bids and bidding shall mean responses to this RFP and the RFP process. Award of a Contract for the Project shall be made as allowed under Government Code section 4217.10 et seq.

The Contract Time is One Hundred Eighty (180) calendar days from the date of the Notice to Proceed.

Contractor shall consult the General Conditions, Supplementary Conditions, and General

#### **Miscellaneous Information**

Proposals shall be received in the place identified above, and shall be opened and publicly read aloud at the above-stated time and place.

Prospective proposers may contact the Purchasing Department at (909) 971-8230 ext 5250 or via email at [hamilton@bonita.k12.ca.us](mailto:hamilton@bonita.k12.ca.us) to request a bid/ RFP packet.

**There will be a mandatory Pre-Bid Conference at 10:00 am on Tuesday, February 17, 2015, at the District Facilities Office, 115 W. Allen Ave., San Dimas, CA 91773. Any Contractor bidding on the Project who fails to attend the entire mandatory job walk and conference will be deemed a non-responsive bidder and will have its proposal returned unopened.**

Each proposer shall be a licensed contractor pursuant to the California Business and Professions Code, and be licensed to perform the work called for in the Contract Documents. The successful proposer must possess a valid and active Class A license as required at the time of award and throughout the duration of this Contract. The Contractor's California State License number shall be clearly stated on the proposer's proposal.

Contractor's Subcontractors shall be licensed pursuant to California law for the trades necessary to perform the work called for in the Contract Documents.

Each proposal must strictly conform with and be responsive to the Contract Documents as defined in the General Conditions.

The District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposal or in the RFP process.

Each proposer shall submit with its proposal — on the form furnished with the Contract Documents — a list of proposed subcontractors for this Project.

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

Each proposal must be accompanied by one of the following forms of security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bid bond executed by a California admitted surety as defined in Code of Civil Procedure section 995.120, made payable to the District in the form set forth in the Contract Documents. Such bid security must be in an amount not less than ten percent (10%) of the maximum amount of the proposal as a guarantee that the proposer will enter into the proposed Contract, if the same is awarded to such proposer, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event of failure to enter into said Contract or provide the necessary documents, said security may be forfeited.

The Contractor and all Subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the Contract. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the District, and are also available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code section 1720 et seq., it shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

A Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This Project is a public works project as defined in Labor Code section 1720. Each Contractor bidding on this Project and all Subcontractors (of any tier) performing any portion of the work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations ("DIR") and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. The Contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner.



Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The Contractor and all Subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner.

No proposer may withdraw any proposal for a period of ninety (90) calendar days after the date set for the opening of proposals.

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 as defined in California Code of Civil Procedure section 995.120.

No telephone or facsimile machine will be available to proposers on the District premises at any time.

It is each proposer's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any proposal received at the designated location after the scheduled closing time for receipt of proposals shall be returned unopened.

Anna Hamilton, Director of Purchasing.

## **INSTRUCTIONS TO PROPOSERS**

1. **Preparation of Proposal Form.** All references to bids and bidding shall mean responses to this RFP and the RFP process. Proposals under these specifications shall be submitted on the blank forms furnished herewith at the time and place stated in the Notice Inviting Proposals. All blanks in the proposal form must be appropriately filled in, and all proposed prices must be stated clearly and legibly in both words and numerals. All proposals must be signed by the proposer in permanent blue ink and submitted in sealed envelopes, bearing on the outside, the proposer's name, address, telephone number, and California Contractor's License number, and the name of the Project. It is each proposer's sole responsibility to ensure its proposal is timely delivered and received at the location designated as specified above. Any proposal received at the designated location after the scheduled closing time for receipt of proposals shall be returned unopened.

2. **Bid Security.** Each proposal must be accompanied by one of the following forms of bid security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bid bond executed by a California admitted surety as defined in Code of Civil Procedure section 995.120, made payable to the District, in the form set forth in the Contract Documents. Such security must be in an amount not less than ten percent (10%) of the maximum amount of such proposal as a guarantee that the proposer will enter into the Contract, if the same is awarded to such proposer, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event that a proposer is awarded the Contract and such proposer fails to enter into said Contract or provide the surety bond or bonds within five (5) calendar days after award of the Contract to proposer, said security may be forfeited.

3. **Signature.** All required forms and documents must be signed in permanent blue ink in the designated places in the name of the proposer and must bear the signature in longhand of the person or persons duly authorized to sign the proposal.

If proposer is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is provided to the District. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If proposer is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The proposal must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the District, in which case the general partner may sign.

Proposals submitted as joint ventures must so state and be signed by each joint venturer.

Proposals submitted by individuals must be signed by the proposer unless an up to date power-of-attorney is on file in the District office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

4. **Modifications.** Changes in or additions to the proposal form or any other modifications which are not specifically called for in the Contract Documents may result in the District's rejection of the proposal

as not being responsive to the Notice Inviting Proposals. **No oral or telephonic modification of any proposal submitted will be considered.**

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

6. Examination of Site and Contract Documents. Each proposer shall visit the site of the proposed work and become fully acquainted with the conditions relating to the construction and labor so that the facilities, difficulties, and restrictions attending the execution of the work under the Contract are fully understood. Proposers shall thoroughly examine and be familiar with the drawings and specifications and all others documents and requirements or other documents issued to proposers. The failure or omission of any proposer to receive or examine any Contract Documents, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall not relieve any proposer from obligations with respect to the proposal or to the Contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this Section. Proposers shall not, at any time after submission of the proposal, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.

7. Withdrawal of Proposals. Any proposal may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of proposals. The bid security for proposals withdrawn prior to the scheduled closing time for receipt of proposals, in accordance with this paragraph, shall be returned upon demand therefor.

No proposer may withdraw any proposal for a period of ninety (90) calendar days after the date set for the opening of proposals.

8. Agreements, Insurance and Bonds. The Agreement form which the successful proposer, as Contractor, will be required to execute, and the forms and amounts of surety bonds and insurance endorsements which will be required to be furnished at the time of execution of the Agreement, are included in the RFP documents and should be carefully examined by the proposer. The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond required is three (3). Payment and Performance bonds must be executed by an admitted surety insurer as defined in Code of Civil Procedure 995.120.

9. Interpretation of Plans and Documents/Pre-Bid Clarification. If any prospective proposer is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions, a written request for an interpretation or correction thereof may be submitted to the District. The proposer submitting the request shall be responsible for its prompt delivery. **Any interpretation or correction of the Contract Documents will only be made by Addendum duly issued, and a copy of such Addendum will be made available for each Contractor receiving a set of the Contract Documents.** No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the District. If discrepancies on Drawings, specifications or elsewhere in the Contract Documents are not covered by addenda, proposer shall include in their proposal methods of construction and materials for the higher quality and complete assembly. Each request for clarification shall be submitted in writing, via email, to only the following persons:

TO: Anna G. Hamilton, Director of Purchasing  
hamilton@bonita.k12.ca.us

Each transmitted request shall contain the name of the person and/or firm filing the request, address, telephone, and fax number, Specifications and/or Drawing number. Proposer is responsible for the legibility of hand written requests. Pre-bid clarification request shall be filed a minimum of **six (6)** days prior to proposal opening. Requests received less than **six (6)** days before proposal opening shall not be considered or responded to.

10. Proposers Interested in More Than One Proposal. No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work.

11. Award of Contract. The Governing Board of the District has determined that it is in the best interest of the District to procure design and construction services for this Project by issuing this RFP and evaluating responses from potential vendors to determine which proposal is in the best interest of the District and that price, while a factor, will not be the sole factor to determine which vendor will be awarded the Contract pursuant to Government Code sections 4217.10 through 4217.18. Please refer to the Proposal Evaluation Criteria for more information. The District reserves the right to reject any or all proposals, or to waive any irregularities or informalities in any proposals or in the RFP process. In the event an award is made to a vendor, and such vendor fails or refuses to execute the Contract and provide the required documents within five (5) calendar days after award of the Contract to vendor, the District may award the Contract to another vendor or reject all proposals.

12. Protest Procedure. Any proposer may file a protest. The protest shall be filed in writing with the District not more than five (5) business days after the date of the proposal opening. An e-mail address shall be provided and by filing the protest, protesting proposer consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

a. Resolution of Protest: Once the protest is received, the selected proposer will be notified of the protest and the evidence presented. If appropriate, the selected proposer will be given an opportunity to rebut the evidence and present evidence that the selected proposer should be allowed to perform the work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the protest will be copied to all parties involved in the protest.

b. Appeal: If the protesting proposer or the selected proposer is not satisfied with the decision, the matter may be appealed to the Assistant Superintendent of Business or their designee, within three (3) business days after receipt of the District's written decision on the protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

Bonita Unified School District  
Assistant Superintendent of Business  
115 W. Allen Ave., San Dimas, CA 91773

c. Appeal Review: The Assistant Superintendent of Business or their designee shall review the decision on the protest from the Director of Purchasing and issue a written response to the appeal, or if

appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Director of Purchasing or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further Appeals.

d. Reservation of Rights to Proceed with Project Pending Appeal. The District reserves the right to proceed to award the Contract for the Project and commence construction pending an Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this Section due to the urgency of proceeding with work if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

e. Finality. Failure to comply with this Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting proposer's administrative remedies.

13. Evidence of Responsibility. Upon the request of the District, a proposer whose proposal is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the proposer's financial resources, surety and insurance claims experience, construction experience, completion ability, workload, organization available for the performance of the Contract, and other factors pertinent to a Project of the scope and complexity involved.

14. Listing Subcontractors. Each proposer shall submit with its proposal, on the form furnished with the Contract Documents, a list of the names, license numbers, scopes of work, locations of the places of business, contact information, and Department of Industrial Relations ("DIR") registration numbers of each subcontractor who will perform work or labor or render service to the proposer in or about the Project. Pursuant to Labor Code section 1725.5, all subcontractors (of any tier) performing work on this Project must be properly registered with DIR.

15. Workers' Compensation. In accordance with the provisions of Labor Code section 3700, the successful proposer as the Contractor shall secure payment of compensation to all employees. The Contractor shall sign and file with the District the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of the RFP documents.

16. Contractor's License. To perform the work required by this notice, the Contractor must possess the contractor's license as specified in the Notice Inviting Proposals, and the Contractor must maintain the license throughout the duration of the Contract.

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

18. Disqualification of Proposals. More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any proposer is interested in more than one proposal for the work will be cause for rejecting all proposals in which such proposer is interested and the proposer will forfeit their bid security to the District.

19. Employment of Apprentices. The Contractor and all Subcontractors shall comply with the provisions of California Labor Code including, but not limited to Sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices. The Contractor and any Subcontractor under him shall comply with the requirements of said Sections, including applicable portions of all subsequent amendments in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code Sections, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

20. Non-Collusion Declaration. Public Contract Code section 7106 requires proposers to submit declaration of non-collusion with their proposals. This form is included with the RFP documents and must be signed and dated by the proposer under penalty of perjury.

21. Wage Rates, Travel and Subsistence.

a. The Contractor and all Subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code section 1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the District to any interested party on request and are also available from the Director of the Department of Industrial Relations. The Contractor shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

b. Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

c. Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.

d. These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the District, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the Contractor's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

22. DIR Registration of Contractor and Subcontractors. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code,

unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This Project is a public works project as defined in Labor Code section 1720. Each contractor bidding on this Project and all subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. For more information and up to date requirements, contractors are recommended to periodically review the DIR's website at [www.dir.ca.gov](http://www.dir.ca.gov). Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall contractor be granted increased payment from the District or any time extensions to complete the Project as a result of contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and grounds for termination for cause. The contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

23. No Telephone or Facsimile Availability. No telephone or facsimile machine will be available to proposers on the District premises at any time.

24. Obtaining RFP Documents. RFP documents may be obtained from by contacting the District's Purchasing Department at (909) 971-8230 ext. 5250 or via email at [hamilton@bonita.k12.ca.us](mailto:hamilton@bonita.k12.ca.us) to request a RFP packet. The failure or omission of proposer to receive any RFP Document, form, instrument, Addendum, or other document shall not relieve proposer from any obligations with respect to the proposal and/or Contract.

25. Addenda. Clarification or any other notice of a change in the RFP documents will be issued only by the District and only in the form of a written Addendum, transmitted by fax, e-mail, or available for pick up to all who are known by the issuing office to have received a complete set of RFP documents. Any other purported Addenda are void and unenforceable.

Proposer is responsible for ascertaining the disposition of all Addenda issued regardless of District notification and to acknowledge all Addenda in the submitted sealed proposal prior to the proposal opening. Copies of Addenda will be made available for inspection wherever RFP documents are on file for inspection. Each Addendum will be numbered, dated, and identified with the Project number. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable. Addenda issued by the District and not noted as being acknowledged by proposer as required in the Proposal Form, may result in the proposal being deemed non-responsive.

26. Debarment. Proposer may also be subject to debarment, in addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the District
- b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
- c. Committed an act or offense which indicates a lack of business integrity or business honesty; or
- d. Made or submitted a false claim against the District or any other public entity (See Government Code section 12650, et seq., and Penal Code section 72).



## **PROPOSAL EVALUATION CRITERIA**

The process of evaluating submitted proposals and forwarding a recommendation of contract award for consideration by the Bonita Unified School District will be conducted by an evaluation team composed of both technical and management staff. The Bid Evaluation Committee (“BEC”) will:

- a. Develop a short list of qualified proposers.
- b. Conduct formal interviews and evaluate the short list of qualified proposers.

The BEC will review all submitted proposals for compliance with the requirements of the RFP. All proposals not complying with the requirements of the RFP may be rejected for non-compliance.

The BEC will thoroughly evaluate all remaining proposals conforming to the requirements of the RFP, and will develop a short list of proposers for formal interviews and evaluation.

The responsibility of the BEC includes but is not limited to:

- a. Reviewing and evaluating all proposals for completeness and conformance to the RFP requirements, and eliminating those proposals that do not demonstrate the required level of experience, expertise, staffing, and are not in the competitive range of the reasonable and estimated cost of the project.
- b. Rank the proposers based on compliance with the RFP, best qualifications and lowest submitted cost.
- c. Conduct meetings and discussions with the proposers for the purpose of clarification or receiving presentations from the proposers.
- d. Request and evaluate a “Best and Final Offer” from the short list of proposers.
- e. Evaluate the final proposals and make a recommendation of contract award.
- f. Issue a recommendation of contract award based on the proposal resulting in conformance with the RFP, best qualifications and lowest cost.

The evaluation criteria used for comparing and ranking submitted proposals will include:

- a. **Qualifications/Experience- 40% weight of criteria**
  - 1) Demonstrated experience in the design, engineering, construction, delivery, assembly and commissioning of CNG fueling facilities.
  - 2) Demonstrated experience, knowledge, and ability to work with regulatory and government agencies involved with permitting CNG fueling facilities.
  - 3) Demonstrated accomplishment in satisfying client needs.

- 4) Demonstrated experience in the design-build of CNG fueling facility projects, and related experience working cooperatively with designers, engineers, contractors, and owners during the design, engineering, construction, delivery, assembly, and commissioning of CNG equipment and facilities.

- 5) Demonstrated equipment service and spare parts capability.

**b. Cost: - 20% weight of criteria**

- 1) Proposal price.

- 2) Operating and maintenance costs over the life of the equipment.

- 3) Cost of options, recommended maintenance and spare parts.

**c. Administrative Factors: - 40% weight of criteria**

- 1) Available factory production capacity of the proposer and the proposer's major suppliers and subcontractors.

- 2) Detail and reasonableness of the submitted proposal.

- 3) Qualifications and organization of the proposers project management team, major equipment suppliers, and any proposed architectural and engineering subcontractors.

- 4) Relative suitability of the proposers proposed quality assurance, documentation, commissioning, and training programs.

- 5) Reasonableness of proposed work schedule and work breakdown structure.

- 6) Reference material from past clients in the design, engineering, construction, delivery, assembly, commissioning and performance of CNG fueling facilities.

- 7) Adequacy of the proposer's finances, plant, facilities, personnel, and experience to execute the work covered in the proposal.

In determining whether a proposer is competent to undertake the proposed work, consideration will also be given to the proposer's judgment, skill, capacity, integrity, promptness, amount and quality of work previously completed and currently operational; the proposer's suitability for the particular work proposed, and any other qualities which are found necessary to consider in order to determine whether the proposer can perform strictly in accordance with project requirements and the contract.

Proposer's plant and facilities to perform the work shall be subject to inspection by representatives of the Bonita Unified School District before award of the contract.

Proposer will be required to furnish, upon request, such written information concerning finances, plant, facilities, personnel, and experience necessary to determine responsibility and competency to execute the work covered in the proposal.

False or incomplete statements in connection with a proposal will be sufficient cause for its rejection.

The evaluation and determination of the fulfillment of the above necessary requirements by the successful proposer will be determined by the BEC, and its judgment will be final.

**Brand Names**

- a. Brand names and numbers, when used are for reference to indicate the character or quality desired.
- b. Equal items will be considered, provided the offer clearly describes the merchandise. Offers for equal items shall state brand and number or level of quality. The sole determination of the Purchasing Agent as to what items are equal shall be final and conclusive.
- c. When brand name, number, or level of quality is not stated by the Proposer, it is understood the offer is exactly as specified.
- d. If submitting a proposal on a manufacturer's product other than that specified, Proposer must attach definitive descriptive literature and specifications with the proposal. It is recommended that an Independent Engineering report, demonstrating how a non-specified manufacturer's product will be equal to the specified product, accompany alternate proposals.
- e. If necessary, the burden of proof and cost of analysis to determine equality shall be that of the Proposer.

<b><u>PRE-BID CLARIFICATION FORM</u></b> (For Contractor's Use)			
PROJECT NAME:	Design-Build of CNG Fueling Station		
PROJECT NUMBER:	RFP No. 14-15:03		
TO:	Anna Hamilton	EMAIL:	hamilton@bonita.k12.ca.us

DATE:			
FROM:		EMAIL:	
DOCUMENT/DIVISION NUMBER:		DRAWING NUMBER:	

REQUESTED CLARIFICATION:
RESPONSE TO CLARIFICATION:

Attach additional numbered sheets as necessary; however, only one (1) request shall be contained on each submitted form.

## **CHECKLIST OF MANDATORY FORMS**

(For Contractor's use and reference only. Additional documents may be required so proposers should carefully review all RFP documents)

- ☐ Proposal Form and Other Documents and Information for the District's Review and Consideration (Please see Section 4 of the Proposal Form)
- ☐ List of Subcontractors Form
- ☐ Bid Bond (or Bid Guarantee Form if Security is Other Than Bid Bond)
- ☐ Contractor's Certificate Regarding Workers' Compensation
- ☐ Non-Collusion Declaration
- ☐ Acknowledgment of Bidding Practices Regarding Indemnity
- ☐ References

**PROPOSAL FORM**

**RFP NO. 14-15:03**

**DESIGN-BUILD OF CNG FUELING STATION**

**AT**

**DISTRICT TRANSPORTATION YARD**

**FOR**

**BONITA UNIFIED SCHOOL DISTRICT**

CONTRACTOR  
NAME:

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ADDRESS:

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TELEPHONE:

(       )

---

FAX:

(       )

---

EMAIL

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DIR #

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TO: Bonita Unified School District, acting by and through its Governing Board, herein called "District".

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

**RFP NO. 14-15:03**

**DESIGN-BUILD OF CNG STATION AT DISTRICT TRANSPORTATION YARD**

in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the Purchasing Office of said District for amounts set forth herein.

2. PROPOSER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number	Number	Number	Number	Number	Number	Number	Number
_____	_____	_____	_____	_____	_____	_____	_____

Acknowledge the inclusion of all Addenda issued prior to bid in the blanks provided above. Your failure to do so may render your proposal non-responsive.

3. TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_)

4. RESPONSE TO TECHNICAL REQUIREMENTS: **Include with this Proposal Form, any other documents or information regarding the Contractor's plan to design and construct the Project as required by the Specifications and other Contract Documents for the District's review and consideration. Please refer to the Proposal Evaluation Criteria form for more details on information and documents that Contractors must submit and that the District will evaluate. Contractors are free to include and submit any additional information for the District's consideration to evaluate which proposal offers the best solution that will meet the District's needs and be in the District's best interest.**

5. TIME FOR COMPLETION: The District may give a notice to proceed within ninety (90) days of the award of the Contract by the District. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this proposal, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, rain days, and the requisite time to complete the punch list.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause a hardship to it, the Contractor may terminate the contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to another proposer.

6. It is understood that the District reserves the right to reject any or all proposals and/or waive any irregularities or informalities in this proposal or in the RFP process. The Contractor understands that it may not withdraw this proposal for a period of ninety (90) days after the date set for the opening of proposals.

7. Attached is bid security in the amount of not less than ten percent (10%) of the bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

8. The required List of Designated Subcontractors is attached hereto.

9. The required Non-Collusion Declaration is attached hereto.

10. It is understood and agreed that if written notice of the acceptance of this proposal is mailed, telegraphed, or delivered to the undersigned after the opening of the proposal, and within the time this proposal is required to remain open, or at any time thereafter before this proposal is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the proposal as accepted, and that he or she will also furnish and deliver to the District the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned proposer, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

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

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



12. PROTEST PROCEDURES. If there is a protest, the grounds shall be submitted as set forth in the Instructions to Proposers.

13. The undersigned proposer shall be licensed and shall provide the following California Contractor's license information:

License Number: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

Name on License: \_\_\_\_\_

Class of License: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

If the proposer is a joint venture, each member of the joint venture must include the above information.

14. Time is of the essence regarding this Contract, therefore, in the event the proposer to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the District may declare the proposer's bid deposit or bond forfeited as damages.

15. The proposer declares that he/she has carefully examined the location of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions (if any), Addenda, and Specifications, all others documents and requirements or other documents issued to proposers and read the accompanying instructions to proposers, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Proposal Form.

16. DEBARMENT. In addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the District;
- b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
- c. Committed an act or offense which indicates a lack of business integrity or business honesty; or
- d. Made or submitted a false claim against the District or any other public entity. (See Government Code section 12650, et seq., and Penal Code section 72)

I agree to receive service of notices at the e-mail address listed below.

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

---

Proper Name of Company

---

Name of Representative

---

Street Address

---

City, State, and Zip

---

(       )  
Phone Number

---

(       )  
Fax Number

---

E-Mail

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Proposer Representative

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

All signatures must be made in permanent blue ink.

**LIST OF SUBCONTRACTORS FORM**

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	E-Mail & Telephone	DIR Registration Number

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	E-Mail & Telephone	DIR Registration Number

Proper Name of  
Proposer:

Date:

Name:

Signature of Proposer  
Representative:

Address:

Phone:

## **BID BOND FORM**

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and \_\_\_\_\_ (hereafter called "Surety"), are hereby held and firmly bound unto the Bonita Unified School District (hereafter called "District") in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in \_\_\_\_\_ writing \_\_\_\_\_ for \_\_\_\_\_ the \_\_\_\_\_ construction \_\_\_\_\_ of \_\_\_\_\_.

NOW, THEREFORE,

- e. If said Bid is rejected, or
- f. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

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

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

(Corporate Seal)

By \_\_\_\_\_  
Principal's Signature

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

\_\_\_\_\_  
Principal's Title

(Corporate Seal)

By \_\_\_\_\_  
Surety's Signature

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

\_\_\_\_\_  
Title

(Attached Attorney in Fact Certificate)

\_\_\_\_\_  
Surety's Name

\_\_\_\_\_  
Surety's Address

\_\_\_\_\_  
Surety's Phone Number

## **BID GUARANTEE FORM**

**(Use only when not using a Bid Bond)**

Accompanying this proposal is a cashier's check payable to the order of the Bonita Unified School District or a certified check payable to the order of the Bonita Unified School District in an amount equal to ten percent (10%) of the base bid and alternates (\$\_\_\_\_\_).

The proceeds of this check shall become the property of said District, if, this proposal shall be accepted by the District through the District's Governing Board, and the undersigned fails to execute a Contract with and furnish the sureties required by the District within the required time; otherwise, said check is to be returned to the undersigned.

---

Proposer

**CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**  
**FORM**

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:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. 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 provision before commencing the performance of the work of this Contract.

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

\_\_\_\_\_  
(Print)

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

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's proposal.



## **NON-COLLUSION DECLARATION**

The undersigned declares:

I am the \_\_\_\_\_ [Title] of \_\_\_\_\_ [Name of Company], the party making the foregoing proposal.

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

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

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

Signed: \_\_\_\_\_

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

## **ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY FORM**

TO: Bonita Unified School District

RE: RFP Number 14-15:03

Construction Contract for Design-Build of CNG Fueling Station

Please be advised that with respect to the above-referenced Project the undersigned Contractor on behalf of itself and all Contractor's subcontractors hereby waives the benefits and protection of Labor Code section 3864, which provides:

"If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury."

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the District of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

---

Contracting Party

---

Name of Agent/Title

## REFERENCES

1. The DISTRICT expressly reserves the right to reject the proposal of any Proposer who, upon investigation, has been determined to fail to complete similar Contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the Proposer is “non-responsible” and poses a substantial risk of being unable to supply the material, equipment, or services to complete the work in a cost-effective, professional and timely manner. The Proposer must complete and submit the attached form; failure to do so may be sufficient cause for the DISTRICT to reject the proposal as non-responsive.
2. In performing the above-described responsibility determination, the DISTRICT reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory State boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the Proposer has previously supplied material or performed work, reference checks and examination of all public records.
3. The Proposer must also demonstrate knowledge of school purchasing and business techniques and should possess a working ability and experience in providing similar material to a public agency. The Proposer shall furnish the names, current phone numbers, addresses, points of contact, and scope of work of at least five (5) customers served within the past three (3) years with requirements similar to the needs of the Bonita Unified School District.
4. Failure to furnish the references (*in the complete format required*) may cause your proposal to be rejected as non-responsive.
5. EXAMPLE: Your references should be listed in the following format (facts are example only)
  - (a) Work for X Y Z Unified School District
  - (b) Phone # (222) 123-4567
  - (c) 999 Holly Drive, L. A., CA 92000
  - (d) Contact: J. Q. Jones III at above #

6. Reference #1

District or Entity: \_\_\_\_\_

Phone No.: \_\_\_\_\_

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

Name of Contact: \_\_\_\_\_

Reference #2

District or Entity: \_\_\_\_\_

Phone No.: \_\_\_\_\_

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

Name of Contact: \_\_\_\_\_

Reference #3

District or Entity: \_\_\_\_\_

Phone No.: \_\_\_\_\_

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

Name of Contact: \_\_\_\_\_

Reference #4

District or Entity: \_\_\_\_\_

Phone No.: \_\_\_\_\_

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

Name of Contact: \_\_\_\_\_

Reference #5

District or Entity: \_\_\_\_\_

Phone No.: \_\_\_\_\_

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

Name of Contact: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Date

## **CONTRACT FORMS**

(For Contractor's use and reference only. Additional documents may be required so proposers should carefully review all Contract Documents and RFP Documents. These documents will be executed by the selected proposer upon notification of the award of the Contract.)

- ☐ Form Agreement
- ☐ Payment Bond
- ☐ Performance Bond
- ☐ Contractor's Certificate Regarding Drug-Free Work Place
- ☐ Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
- ☐ Guarantee
- ☐ Escrow Agreement for Security Deposits In Lieu of Retention
- ☐ Insurance Documents and Endorsements
- ☐ Contractor Certification Regarding Background Checks and Attachment "A"

## **FORM AGREEMENT**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ in the County of Los Angeles of the State of California, by and between the Bonita Unified School District, hereinafter called the "District", and \_\_\_\_\_, hereinafter called the "Contractor".

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

**ARTICLE I - SCOPE OF WORK:** The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with Design-Build of CNG Fueling Station at the District's Transportation Yard ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of any governmental agency having jurisdiction over the Project, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

**ARTICLE 2 - TIME OF COMPLETION:** The District may give notice to proceed within ninety (90) days of the award of the Contract by the District. Once the Contractor has received a notice to proceed, the Contractor shall complete the Project (See Article 47) of the work within One Hundred Eighty (180) calendar days from receipt of the Notice to Proceed. This shall be called Contract Time. It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project was adequate for the timely and proper completion of the Project within each milestone and within the Contract Time.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the District's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to another proposer.

**ARTICLE 3 - LIQUIDATED DAMAGES:** It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of Three Hundred Fifty Dollars (\$350.00) per calendar day for each and every day of delay beyond the Contract Time set forth

in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the District) as liquidated damages and not as a penalty or forfeiture. In the event liquidated damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract. This Article shall not be construed as preventing the District from the recovery of damages (actual or other) under the Contract Documents.

**ARTICLE 4 - CONTRACT PRICE:** he District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of [REDACTED] DOLLARS (\$ [REDACTED]), said sum being the total amount stipulated in the Proposal submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the District, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the District and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

**ARTICLE 5 - HOLD HARMLESS AGREEMENT:** Contractor shall defend, indemnify and hold harmless District, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by Contractor) to pay any Subcontractor or Materialman of any tier or any

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

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the District, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

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

**ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT:** The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Notice Inviting Proposals
- Instructions to Proposers
- Proposal Evaluation Criteria
- Proposal Form and Other Documents and Information for the District's Review and Consideration (Please see Section 4 of the Proposal Form)
- List of Subcontractors
- Bid Bond
- Bid Guarantee Form
- Contractor's Certificate Regarding Worker's Compensation
- Non-Collusion Declaration
- Acknowledgment of Bidding Practices Regarding Indemnity
- References
- Form Agreement
- Payment Bond
- Performance Bond
- Contractor's Certificate Regarding Drug-Free Workplace
- Contractor's Certificate Regarding Alcohol and Tobacco Guarantee
- Escrow Agreement for Security Deposit In Lieu of Retention
- Insurance Documents and Endorsements
- Contractor's Certificate Regarding Background Checks



General Conditions  
Specifications  
All Addenda as Issued  
Drawings/Plans

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

**ARTICLE 8 - PREVAILING WAGES:** Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

**ARTICLE 9 - RECORD AUDIT:** In accordance with Government Code section 8546.7 (and Davis Bacon, if applicable) and the General Conditions, records of both the District and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

**ARTICLE 10 - CONTRACTOR'S LICENSE:** The Contractor must possess throughout the Project a Class A Contractor's License, issued by the State of California, which must be current and in good standing.

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

Bonita Unified School District

CONTRACTOR:

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

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

\_\_\_\_\_  
Title

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Printed Name

\_\_\_\_\_  
Title (Authorized Officers or Agents)

\_\_\_\_\_  
Signature

**(CORPORATE SEAL)**

**PAYMENT BOND**  
**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Bonita Unified School District (sometimes referred to hereinafter as "Obligee") has awarded to \_\_\_\_\_ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: Design-Build of CNG Fueling Station at the District's Transportation Yard (hereinafter referred to as the "Public Work or Project"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code section 9550;

NOW, THEREFORE, We, \_\_\_\_\_, the undersigned Contractor, as Principal; and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Bonita Unified School District and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or 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 an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' 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 person named in Civil Code section 9100 giving such person or his/her assigns a right of action 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, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; 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 the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

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

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

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

SURETY:

\_\_\_\_\_

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

Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative  
for service for service of process in California)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF                                    )

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the \_\_\_\_\_ (Surety) and acknowledged to me that he/she/they subscribed the name of the \_\_\_\_\_ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

**PERFORMANCE BOND**  
**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Bonita Unified School District (sometimes referred to hereinafter as "Obligee") has awarded to \_\_\_\_\_ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: Design-Build of CNG Fueling Station at the District's Transportation Yard (hereinafter referred to as the "Public Work or Project"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated \_\_\_\_\_, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Bonita Unified School District in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount 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 bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, 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 it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the District. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Oblige to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Oblige as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Oblige's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Oblige of the lowest responsible bidder, arrange for a contract between such bidder and the Oblige and make available as work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Oblige under the Contract and any modifications thereto, less the amount previously paid by the Oblige to the Principal, less any withholdings by the Oblige allowed under the Contract. Oblige shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Oblige may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Oblige, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Oblige and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Oblige is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Oblige's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

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

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

PRINCIPAL/CONTRACTOR:

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

SURETY:

\_\_\_\_\_

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

Attorney-in-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged: \$ \_\_\_\_\_ (This must be filled in by a corporate surety).

**IMPORTANT: THIS IS A REQUIRED FORM.**

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative  
for service for service of process in California)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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



STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF                                )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the \_\_\_\_\_ (Surety) and acknowledged to me that he/she/they subscribed the name of the \_\_\_\_\_ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State  
Commission expires: \_\_\_\_\_

(SEAL)

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

## **CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE**

This Drug-Free Workplace Certification form is required from all successful proposers pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

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

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

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

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

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

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

\_\_\_\_\_  
CONTRACTOR

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

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

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating "ALCOHOLIC BEVERAGE 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

## **GUARANTEE**

Guarantee for Design-Build of CNG Fueling Station at the District's Transportation Yard. We hereby guarantee that the CNG Fueling Station, which we have constructed and installed has been done in accordance with the Contract Documents, including without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the RFP documents. The undersigned and its surety agrees to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of One (1) year from the date of the Notice of Completion of the above-mentioned structure by the Bonita Unified School District, ordinary wear and tear and unusual abuse or neglect excepted. This Guarantee shall not in any way limit or otherwise revise any other guarantee or warranty requirements set forth in the Specifications or other Contract Documents.

In the event the undersigned or its Surety fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by the District, but not later than ten (10) days after being notified in writing by the District or within two (2) business days in the case of an emergency or urgent matter, the undersigned and its surety authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the District's enforcement of this Guarantee.

Countersigned

\_\_\_\_\_  
(Proper Name)

\_\_\_\_\_  
(Proper Name)

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

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

\_\_\_\_\_  
(Signature of Subcontractor or Contractor)

\_\_\_\_\_  
(Signature of Contractor if for Subcontractor)

Representatives to be contacted for service:

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

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

Phone Number: \_\_\_\_\_

## **ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into by and between the Bonita Unified School District, 115 W. Allen Ave., San Dimas, California 91773, hereinafter called "Owner", and \_\_\_\_\_ whose address is \_\_\_\_\_, hereinafter called "Contractor", and \_\_\_\_\_ whose address is \_\_\_\_\_, hereinafter called "Escrow Agent".

For the consideration hereinafter set forth, the Owner, Contractor and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for Retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for Design-Build of CNG Fueling Station at the District's Transportation Yard in the amount of \$\_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the Retention earnings directly to the escrow agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as Retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of the Owner, and shall designate the Contractor as beneficial owner.
2. The Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. When the Owner makes payments of Retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the Owner of the notice of default under

Article 14 of the General Conditions, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.

9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

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Title

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Name

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Signature

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Address

On behalf of Contractor:

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Title

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Name

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Signature

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Address

On behalf of Agent:

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Title

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Name

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Signature

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Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date set forth above.

OWNER

CONTRACTOR

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Title

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Title

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Name

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Name

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Signature

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Signature

## **INSURANCE DOCUMENTS & ENDORSEMENTS**

The following insurance endorsements and documents must be provided to the Bonita Unified District within five (5) calendar days after receipt of notification of award. If the selected proposer fails to provide the documents required below, the District may award the Contract to proposer or release all proposals, and the proposer's bid security will be forfeited. All insurance provided by the proposer shall fully comply with the requirements set forth in Article 18 of the General Conditions.

1. General Liability Insurance: Certificate of Insurance with all specific insurance coverages set forth in Article 18 of the General Conditions, proper Project description, designation of the District as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the District and minimum of 30 days' cancellation notice. Proposer shall also provide required additional insured endorsement(s) designating all parties required in Article 18 of the General Conditions. The additional insured endorsement shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion.

Incidents and claims are to be reported to the insurer at:

Attn:

\_\_\_\_\_  
(Title) (Department)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City) (State) (Zip Code)

( ) \_\_\_\_\_  
(Telephone Number)

2. Workers' Compensation/ Employer's Liability Insurance: Certificate of Workers' Compensation Insurance meeting the coverages and requirements set forth in Article 18 of the General Conditions, minimum of 30 days' cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements.



3. Automobile Liability Insurance: Certificate of Automobile Insurance meeting the coverages and requirements set forth in Article 18 of the General Conditions, minimum 30 days' cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the District.

Incidents and claims are to be reported to the insurer at:

Attn: \_\_\_\_\_  
(Title) (Department)  
\_\_\_\_\_  
(Company)  
\_\_\_\_\_  
(Street Address)  
\_\_\_\_\_  
(City) (State) (Zip Code)  
( ) \_\_\_\_\_  
(Telephone Number)

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

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

Signature

## **CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS**

\_\_\_\_\_ certifies that it has performed one of the following:  
[Name of Contractor]

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

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

OR

- ☐ Pursuant to Education Code section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
- ☐ 1. The installation of a physical barrier at the worksite to limit contact with pupils.
  - ☐ 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

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

Date \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
[Name of Contractor]

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

**ATTACHMENT A:**

*(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)*

## **GENERAL CONDITIONS**

### **ARTICLE 1 DEFINITIONS**

1. Action of the Governing Board is a vote of a majority of the District's governing board.
2. Approval means written authorization through action of the governing board unless specific delegation of approval authority is delegated to a District representative.
3. As shown, as indicated, as detailed refers to drawings accompanying this specification.
4. Contract, Contract Documents includes all documents and forms listed in the Agreement Form and all modifications, addenda, and amendments thereto.
5. Contractor, Inspector/ Project Inspector and District are those mentioned as such in the Agreement. They are treated throughout the contract as if they are of singular number and neuter gender.
6. Locality in which the work is performed means the county in which the public work is done.
7. Project is the planned undertaking as provided for in the Contract Documents by District and Contractor.
8. Provide shall include "provide complete in place", that is, "furnish & install".
9. Safety Orders are those issued by the Division of Industrial Safety an OSHA Safety and Health Standards for construction.
10. Standards, Rules and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified.
11. Subcontractor, as used herein, includes those having direct contract with Contractor and one who furnishes material worked to a special design according to plans, drawings, and specifications for this work, but does not include one who merely furnishes material not so worked.
12. Surety is the person, firm, or corporation that executes as surety the Contractor's Performance Bond and Payment Bond.
13. Work of the Contractor or subcontractor includes labor or materials (including, without installation, equipment and appliances) or both, incorporated in, or to be incorporated in the construction covered by the complete Contract.
14. Workers include laborer, worker or mechanic.

### **ARTICLE 2 LAWS CONCERNING THE DISTRICT A PART HEREOF**

Contract is subject to all provision of the Constitution of Laws of California governing, controlling or effecting District, or the property, funds operations, or powers of District, and such provisions are by his reference made a part hereof and of Contract.

### **ARTICLE 3 SITE INVESTIGATION**

Before bidding on this work, Contractor shall make a careful investigation of the site and thoroughly familiarize himself with the requirement of the Contract. By the act of submitting a proposal for the work included in this Contract, Contractor shall be deemed to have made such study and investigation and that Contractor is familiar with and accepts the conditions of the site.

### **ARTICLE 4 STATUS OF CONTRACTOR**

A. Contractor is and shall at all times be deemed to be an independent Contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District, or any of the District's employees or agents, and Contractor or any of Contractor's agents or employees. Contractor assumes exclusively the responsibility

for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be entitled to any rights or privileges of District employees. District shall be permitted to monitor the activities to determine compliance with the terms of this Contract. Contractor and subcontractors are required by law to be licensed and regulated by the Contractors State License Board.

B. Strict compliance with all DIR registration requirements in accordance with Labor Code sections 1725.5 and 1771.1 is a material obligation of the Contractor and all of its Subcontractors (of any tier) under the Contract Documents. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the work by the Contractor and all of its Subcontractors of any tier. The failure of the Contractor and all Subcontractors of any tier to be properly registered with DIR at all times during performance of the work is a material breach of the Contract and subject to termination for cause.

C. An affirmative and ongoing obligation of the Contractor under the Contract Documents is the verification that all Subcontractors of any tier are at all times during performance of the work are in full and strict compliance with the 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 Subcontractors are in full and strict compliance with the DIR registration requirements. Any Subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1. Contractor or its Subcontractors of any tier shall not be entitled to any additional costs or time arising from or in any way related to compliance with the DIR registration requirements.

## **ARTICLE 5 CONTRACTOR'S SUPERVISION**

A. During progress of the work, Contractor shall keep on the premises (including both the site and the plant) a superintendent satisfactory to District. Before commencing the work herein, Contractor shall give written notice to the District of the name and a Statement of Qualifications of such superintendent. Superintendent shall not be changed except with written consent of District, unless a superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ, in which case, Contractor shall notify District in writing. Superintendent shall represent Contractor and all directions given to Superintendent shall be as binding as if given to Contractor.

B. The Contractor shall verify all indicated dimensions before ordering materials or equipment, or before performing work. The Contractor shall take field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the District at once. Upon commencement of any item of work, the Contractor shall be responsible for dimensions related to such item of work and shall make any corrections necessary to make work properly fit at no additional cost to District. This responsibility for verification of dimensions is a non-delegable duty and may not be delegated to subcontractors or agents.

C. Omissions from the drawings or specifications, or the mis-description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or mis-described work, but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

## **ARTICLE 6 SUBCONTRACTORS**

A. Contractor agrees to bind every subcontractor by terms of Contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this Contract, Contractor shall be as fully responsible to District for acts and omissions of any subcontractor and of persons either directly or indirectly employed by any subcontractor, as it is for acts and omissions of persons directly employed by Contractor. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and District, nor shall this Contract be construed to be for the benefit of any subcontractor. The Contractor shall be responsible for the coordination of the trades, subcontractors and materialmen engaged upon his work.

B. All subcontractors (of any tier) performing any portion of the work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. No portion of the work is permitted to be performed by a subcontractor of any tier unless the subcontractor is properly registered with DIR. Any subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1.

## **ARTICLE 7 DISTRICT'S INSPECTOR**

One or more Project Inspectors employed by the District will be assigned to the Project. No work shall be carried on except with the knowledge of said Inspector(s). The Project Inspector shall have free access to any or all parts of work at any time. The District will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Contractor to the District to provide inspection and testing as required outside of the normal eight (8) hour day. Contractor shall reimburse District for inspection and testing outside the normal eight-hour day or for any retests caused by the Contractor.

## **ARTICLE 8 [NOT USED]**

## **ARTICLE 9 ASSIGNMENT OF ANTITRUST ACTIONS**

A. Pursuant to Government Code section 4551, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties. If the District receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with Section 4550) of Division 5 of Title 1 of the Government Code, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the District as part of the proposal price, less the expenses incurred in obtaining that portion of the recovery.

B. Upon demand in writing by the assignor, the District shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have

been injured by the violation of law for which the cause of action arose and the District has not been injured thereby or the District declines to file a court action for the cause of action.

## **ARTICLE 10 OTHER CONTRACTS**

A. District reserves the right to let other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate its work with theirs.

B. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at the Project site. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on Project. If simultaneous execution of any Contract for Project is likely to cause interference with performance of some other contract or contracts, District shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously.

## **ARTICLE 11 OCCUPANCY**

District reserves the right to occupy or use portions of the Project at any time before completion, and such occupancy or use shall not constitute final acceptance. Such occupancy or use shall not extend the date specified for completion of the work. The Contractor will be required to complete punch list items documented by District and Contractor prior to final payment. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the work by the District shall not constitute acceptance of work not complying with the requirements of the Contract Documents.

## **ARTICLE 12 DISTRICT'S RIGHT TO DO WORK**

Should the Contractor, at any time during the process of construction, fail or refuse to furnish enough materials or workmen to properly execute the work, unless prohibited from so doing through the action of District, or other authorized official agencies, District, after giving three (3) days written notice to Contractor may, without prejudice to any other rights he may have, proceed to furnish the materials and/or workmen necessary to proceed with or complete the work, and may deduct the cost thereof, together with reasonable expenses arising from such procedure, from any amounts then due or which may thereafter become due to Contractor.

## **ARTICLE 13 DISTRICT'S RIGHT TO TERMINATE CONTRACT**

A. **Grounds for Termination.** The Contractor may terminate the Contract if the work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons performing portions of the work for whom the Contractor is contractually responsible, for only the following reasons:

- (1) Issuance of an order of a court or other public authority having jurisdiction; or
- (2) An act of government, such as a declaration of national emergency.

B. **Notice of Termination.** If one of the above reasons exists, the Contractor may, upon written notice of seven (7) additional days to the District, terminate the Contract and recover from the District payment for work executed and for reasonable costs with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages.

## ARTICLE 14 TERMINATION BY THE DISTRICT FOR CAUSE

A. **Grounds for Termination.** The District may terminate the Contractor and/or this Contract for the following reasons:

- (1) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- (2) Persistently or repeatedly is absent, without excuse, from the job site;
- (3) Fails to make payment to subcontractors, suppliers, materialmen, etc;
- (4) Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
- (5) Fails to provide a schedule or fails or refuses to update schedules required under the Contract;
- (6) Becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors;
- (7) If the Contractor has been debarred from performing work; or
- (8) Otherwise is in substantial breach of a provision of the Contract Documents.

B. **Notification of Termination.** When any of the above reasons exist, the District may, without prejudice to any other rights or remedies of the District and after giving the Contractor and the Contractor's surety, if any, written notice of seven (7) days, terminate the Contract and may, subject to any prior rights of the surety:

- (1) Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- (2) Accept assignment of Subcontracts. Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept; and
- (3) Complete the work by any reasonable method the District may deem expedient, including contracting with a replacement contractor or contractors.

C. **Payments Withheld.** If the District terminates the Contract for one of the reasons stated in Article 14.A, the Contractor shall not be entitled to receive further payment until the work is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor and/or its surety.

D. **Payments Upon Completion.** If the unpaid balance of the Contract Sum exceeds costs of completing the work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the District. The amount to be paid to the Contractor shall be certified by the District upon application. This payment obligation shall survive completion of the Contract.

E. **Remedies Other Than Termination.** If a default occurs, the District may, without prejudice to any other right or remedy, including, without limitation, its right to terminate the Contract pursuant to Article 14, do any of the following:

- (1) Permit the Contractor to continue under this Contract, but make good such deficiencies or complete the Contract by whatever method the District may deem



expedient, and the cost and expense thereof shall be deducted from the Contract Price or paid by the Contractor to the District on demand;

- (2) If the workmanship performed by the Contractor is faulty or defective materials are provided, erected or installed, then the District may order the Contractor to remove the faulty workmanship or defective materials and to replace the same with work or materials that conform to the Contract Documents, in which event the Contractor, at its sole costs and expense, shall proceed in accordance with the District's order and complete the same within the time period given by the District in its notice to the Contractor; or
- (3) Initiate procedures to declare the Contractor a non-responsible bidder for a period of two to five years thereafter.

All amounts expended by the District in connection with the exercise of its rights hereunder shall accrue interest from the date expended until paid to the District at the maximum legal rate. The District may retain or withhold any such amounts from the Contract Price. If the Contractor is ordered to replace any faulty workmanship or defective materials pursuant to Paragraph (2) above, the Contractor shall replace the same with new work or materials approved by the District, and, at its own cost, shall repair or replace, in a manner and to the extent the District shall direct, all work or material that is damaged, injured or destroyed by the removal of said faulty workmanship or defective material, or by the replacement of the same with acceptable work or materials. In no event shall anything in this Paragraph be deemed to constitute a waiver by the District of any other rights or remedies that it may have at law or in equity, it being acknowledged and agreed by the Contractor that the remedies set forth in this Paragraph are in addition to, and not in lieu of, any other rights or remedies that the District may have at law or in equity.

## **ARTICLE 15 TERMINATION OF CONTRACT BY DISTRICT (CONTRACTOR NOT AT FAULT)**

A. **Termination for Convenience.** District may terminate the Contract upon fifteen (15) calendar days of written notice to the Contractor and use any reasonable method the District deems expedient to complete the Project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of either the District or Contractor make it impossible or against the District's interest to complete the Project. In such a case, the Contractor shall have no Claims against the District except for: (1) the actual cost for approved labor, materials, and services performed in accordance with the Contract Documents which have not otherwise been previously paid for and which are supported and documented through timesheets, invoices, receipts, or otherwise; and (2) profit and overhead of ten percent (10%) of the approved costs in item (1); and (3) termination cost of five percent (5%) of the approved costs in item (1). Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept.

B. **Non-Appropriation of Funds/ Insufficient Funds.** In the event that sufficient funds are not appropriated to complete the Project or the District determines that sufficient funds are not available to complete the Project, District may terminate or suspend the completion of the Project at any time by giving written notice to the Contractor. In the event that the District exercises this option, the District shall pay for any and all work and materials completed or delivered onto the site for which value is received, and the value of any and all work then in progress and orders actually placed which cannot be canceled up to the date of notice of termination. The value of work and materials not otherwise already paid for by the District up to the time of termination under this Paragraph shall include a factor of fifteen percent (15%) for the

Contractor's overhead and profit and there shall be no other costs or expenses paid to Contractor. All work, materials and orders paid for pursuant to this provision shall become the property of the District. District may, without cause, order Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as District may determine. Adjustment shall be made for increases in the cost of performance of the Agreement caused by suspense, delay or interruption.

## **ARTICLE 16 CONTRACT SECURITY - BONDS**

Contractor shall furnish a surety bond in an amount equal to one hundred percent (100 %) of Contract price as security for faithful performance of this Contract and shall furnish a separate bond in an amount at least equal to one hundred percent (100%) of the Contract price as security for payment of persons performing labor and furnishing materials in connection with this Contract. Aforementioned bonds shall be in the form set forth in these Contract Documents.

## **ARTICLE 17 SUBSTITUTION OF SECURITIES**

Pursuant to the requirements of Public Contract Code section 22300, upon Contractor's request, District will make payment to Contractor of any funds withheld from payments under this Contract if Contractor deposits with the District or in escrow with a California or federally chartered bank acceptable to District, securities eligible for the investment of State Funds under Government Code section 16430 or bank or savings and loan certificates of deposit interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the public agency.

## **ARTICLE 18 INSURANCE REQUIREMENTS**

A. Before the commencement of the work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California with a financial rating of at least an A-VIII status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the District from claims set forth below, which may arise out of or result from the Contractor's work under the Contract and for which the Contractor may be legally liable, whether such work are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any required insurance shall not contain any exclusion that applies to the type of work performed by the Contractor under the Contract Documents:

- (1) Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;
- (2) Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
- (3) Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
- (4) Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the work;

- (5) Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors;
- (6) Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating (XCU); and
- (7) Claims involving sudden or accidental discharge of contaminants or pollutants.

**B. Specific Insurance Requirements.** Contractor shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:

- (1) Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or Commercial General Liability Insurance which provides limits of not less than:

(a)	Per occurrence (combined single limit)	\$1,000,000.00
(b)	Project Specific Aggregate (for this project only)	\$1,000,000.00
(c)	Products and Completed Operations (aggregate)	\$1,000,000.00
(d)	Personal and Advertising Injury Limit	\$1,000,000.00

- (2) Insurance Covering Special Hazards

The following special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

(a)	Automotive and truck where operated in amounts	\$1,000,000.00
(b)	Material Hoist where used in amounts	\$1,000,000.00
(c)	Explosion, Collapse and Underground (XCU) coverage	\$1,000,000.00
(d)	Hazardous materials	\$1,000,000.00

- (3) In addition, provide Excess Liability Insurance coverage in the amount of Two Million Dollars (\$2,000,000.00).

**C. Subcontractor Insurance Requirements.** The Contractor shall require its Subcontractors to take out and maintain public liability insurance and property damage insurance required under Article 18.A in like amounts. A "claims made" or modified "occurrence" policy shall not satisfy the requirements of Article 18.A without prior written approval of the District.

**D. Additional Insured Endorsement Requirements.** The Contractor shall name, on any policy of insurance required under Article 18.A, the District, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. Subcontractors shall name the Contractor, the District, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance

shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to Article 18.A must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

E. **Workers' Compensation Insurance.** During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in work under this Contract on or at the Site of the Project and, in case any of the Contractor's work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance as required under Article 18.J and in compliance with Labor Code section 3700. Workers' compensation limits as required by the Labor Code, but not less than \$1,000,000 and employers' liability limits of \$1,000,000 per accident for bodily injury or disease.

F. **Builder's Risk/ "All Risk" Insurance.** The Contractor, during the progress of the work and until final acceptance of the work by District upon completion of the entire Contract, shall maintain Builder's Risk, Course of Construction or similar first party property coverage issued on a replacement cost value basis consistent with the total replacement cost of all insurable work and the Project included within the Contract Documents. Coverage is to insure against all risks of accidental direct physical loss, and must include, by the basic grant of coverage or by endorsement, the perils of vandalism, malicious mischief (both without any limitation regarding vacancy or occupancy), fire, sprinkler leakage, civil authority, sonic boom, earthquake, flood, collapse, wind, lightning, smoke and riot. The coverage must include debris removal, demolition, increased costs due to enforcement of building ordinance and law in the repair and replacement of damage and undamaged portions of the property, and reasonable costs for engineering services and expenses required as a result of any insured loss upon the work and Project which is the subject of the Contract Documents, including completed work and work in progress, to the full insurable value thereof. Such insurance shall include the District as an additional named insured, and any other person with an insurable interest as designated by the District.

The Contractor shall submit to the District for its approval all items deemed to be uninsurable. The risk of the damage to the work due to the perils covered by the "Builder's Risk/All Risk" Insurance, as well as any other hazard which might result in damage to the work, is that of the Contractor and the Surety, and no Claims for such loss or damage shall be recognized by the District nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

G. **Fire Insurance.** Before the commencement of the work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all work subject to loss or damage by fire. The amount of fire insurance shall be sufficient to protect the Project against loss or damage in full until the work is accepted by the District. This requirement may be waived upon confirmation by the District that such coverage is provided under the Builder's Risk Insurance being provided.

H. **Automobile Liability.** The District, Inspector, their directors, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Such insurance coverage shall be primary and non-contributory insurance as respects the District, Inspector, their directors, officers, employees, agents and volunteers, or

if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, Inspector, their directors, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it. The insurer shall agree to waive all rights of subrogation against the District, Inspector, their directors, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy that arise from work performed by the Contractor. Insurance Services Office Business Auto Coverage Form Number CA 0001, Code 1 (any auto) is required. Comprehensive Automobile Liability insurance is to include all autos, owned, non-owned, and hired, with limits of \$1,000,000 per accident for bodily injury and property damage.

I. **Other Insurance.** The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

J. **Proof of Insurance.** The Contractor shall not commence work nor shall it allow any Subcontractor to commence work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the District for approval subject to the following requirements:

(1) Certificates and insurance policies shall include the following clause:

"This policy and any coverage shall not be suspended, voided, non-renewed, canceled, or reduced in required limits of liability or amounts of insurance or coverage until notice has been mailed via certified mail to the District. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice."

(2) Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.

(3) Certificates of insurance shall clearly state that the District as an additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by District.

(4) The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the District.

K. **Compliance.** In the event of the failure of any contractor to furnish and maintain any insurance required by this Article, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the District.

L. **Waiver of Subrogation.** Contractor waives (to the extent permitted by law) any right to recover against the District for damages to the work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by the District.

The provisions of this Section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or

claims which might give rise to a right of subrogation in any insurance carrier. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

## **ARTICLE 19 PERFORMANCE AND PAYMENT BONDS**

A. **Bond Requirements.** Prior to commencing any portion of the work, the Contractor shall furnish separate payment and performance bonds for its portion of the work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the District, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bonds, the District may terminate the Contract for cause.

B. **Surety Qualifications.** Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

C. **Alternate Surety Qualifications.** If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with section 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.

## **ARTICLE 20 DRAWINGS AND SPECIFICATIONS**

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

B. Materials or work described in words which so applied has a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

C. It is not the intention of the Contract to go into detailed descriptions of any materials and/or methods commonly known to the trade under the "trade name" or "trade term." The mere mention or notation of such "trade name" or "trade term" shall be considered a sufficient notice to Contractor that it will be required to complete the work so named with all its appurtenances according to the best practices of the trade.

D. The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidentals and accessory items thereto and/or labor therefor, as per best practices of the trade(s) involved, unless specifically noted otherwise.

E. Specifications and accompanying drawings are intended to delineate and describe the Project and its component parts to such a degree as to enable skilled and competent contractors to intelligently bid upon the work, and to carry said work to a successful conclusion.

F. Drawings and specifications are intended to comply with all laws, ordinances, rules, and regulations of constituted authorities having jurisdiction, and where referred to in the Contract Documents, said laws, ordinances, rules, and regulations shall be considered as a part of said Contract within the limits specified. The Contractor shall bear all expenses of correcting work done contrary to said laws, ordinances, rules, and regulations if the Contractor knew or should have known that the work as performed is contrary to said laws, ordinances, rules, and regulations and if the Contractor performed same (1) without first consulting the District for further instructions regarding said work or (2) disregarded the District's instructions regarding said work.

G. Questions regarding interpretation of drawings and specifications shall be clarified by the District. Should the Contractor commence work or any part thereof without seeking clarification, Contractor waives any claim for extra work or damages as a result of any ambiguity, conflict, or lack of information.

H. Contractor will be furnished, free of charge, RFP documents and specifications. Contractor is to provide reproducible drawings and all additional copies which he requires for his operations at his own expense. He shall maintain an accurate record of all copies made and shall return or otherwise account for all copies at the end of the Project.

## **ARTICLE 21 OWNERSHIP OF DRAWINGS**

Pursuant to Education Code section 17316, all plans, drawings, designs, specifications, and other incidental architectural and engineering work or materials and other Contract Documents and copies thereof furnished by District are its property. They are not to be used in other work and, with the exception of signed sets of the Contract, are to be returned to the District on request at completion of work.

## **ARTICLE 22 DETAIL DRAWINGS AND INSTRUCTIONS**

A. All parts of the described and shown construction shall be of the quality of their respective kinds shown in the Plans or as specified, and the Contractor is hereby advised to use all diligence to become fully informed as to the required construction and finish, and in no case to proceed with the different parts of the work without first obtaining from the District some directions and/or drawings as may be necessary for the proper performance of the work.

B. If it is found at any time, before or after completion of the work, that the Contractor has varied from the drawings and/or specifications, in materials, quality, form, or finish, or in the amount or value of the materials and labor used, the District shall issue an order to Contractor: (1) that all such improper work should be removed, remade, and replaced, and all work disturbed by these changes be made good at the Contractor's expense; or (2) that the District deduct from any amount due Contractor, the sum of money equivalent to the difference in value between the work performed and that called for by the drawings and specifications. District shall in its sole discretion determine such difference in value. The District, at its option, may pursue either course.

## **ARTICLE 23 TESTS AND INSPECTIONS**

A. All work shall be under the observation of the Inspector. Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time. The Inspector shall have free access to any or all parts of the work at any time. The Contractor shall furnish the Inspector such

information as may be necessary to keep the Inspector fully informed regarding progress and manner of work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in the Drawings or Specifications nor shall the Inspector's approval of the work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

B. The Inspector shall have the authority to reject work whenever provisions of the Contract Documents are not being complied with, and Contractor shall instruct its Subcontractors and employees accordingly. In addition, the Inspector may stop any work that poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The rejection of any portion of the work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.

C. The District will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Contractor to the District to provide inspection and testing as required outside of the normal eight (8) hour day. Contractor shall provide adequate time for inspections so as to not delay the work. If the Contractor is behind schedule, it is incumbent on the Contractor to provide advance forecast through look ahead of the anticipated date for inspection so the Inspector may plan their activities so as to not delay the Project. Contractor shall reimburse District for any additional costs associated with inspection and testing (including re-inspection and re-testing) outside the normal eight-hour day and for any retests caused by the Contractor.

D. Where required inspection and testing are to be conducted by an independent laboratory or agency, such materials or samples of materials to be tested shall be selected by such laboratory or agency, or District's representative, and not by Contractor.

E. Contractor shall notify District, a sufficient time in advance, of manufacture of materials to be supplied by the Contractor, which by terms of the Contract must be tested, in order that District may arrange for testing of same at source of supply. Any materials shipped by Contractor from source of supply prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated in work without prior approval of District and subsequent testing and inspection.

F. The District will pay costs for all tests and inspections and shall be reimbursed by the Contractor for such costs under the following conditions:

- (1) When such costs are stipulated in the provisions of the Contract Documents to be borne by the Contractor;
- (2) When a material is tested or inspected and fails to meet the requirements of the specifications and/or drawings;
- (3) When the source of the material is changed after the original test or inspection has been made and approved.

G. If, in the opinion of the District, subsequent delivery of a tested material seems inferior to, or differs from, the original, said material shall be retested upon written order from the District and, should the material fail to meet the requirements of the specifications and/or drawings, the Contractor shall pay all costs of such tests, but where the material does pass the requirements, the District will pay the cost.



H. All tests and inspections specified for each material shall be made in accordance with the detailed specifications for tests or inspections of the material as specified.

I. If a material is not required to be tested, the District may require the Contractor to furnish a certificate bearing the official and legal signature of the supplier, with each delivery of such material, stating that the material complies with the specifications.

#### **ARTICLE 24 STATE AUDIT**

Pursuant to and in accordance with the provisions of Government section 10532, or any amendments thereto, all books, records, and files of District, Contractor, or any subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of ten thousand dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after final payment is made under this Contract. Contractor shall preserve and cause to be preserved such books, records and files for the audit period.

#### **ARTICLE 25 [NOT USED]**

#### **ARTICLE 26 SAMPLES**

A. Contractor shall furnish for approval, within thirty-five (35) days following award of Contract, all samples as required in specifications together with catalogs and supporting data required by District. This provision shall not authorize any extension of time for performance of this Contract. District shall review such samples, as to conformance with design concept of work and for compliance with information given in Contract Documents and approve or disapprove same within ten (10) working days from receipt of same.

B. Unless specified otherwise, sampling, preparation of samples and tests shall be in accordance with the latest standards of the American Society for Testing and Materials.

C. Samples of materials and/or articles shall, upon demand of District, be submitted for tests or examinations and consideration before incorporation of same in work is started. Contractor shall be solely responsible for delays due to samples not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples which are of value after testing will remain the property of Contractor.

#### **ARTICLE 27 PROGRESS SCHEDULE**

A. Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the work.

B. Baseline Schedule Requirements.

(1) Timing. Within ten (10) calendar days after Notice to Proceed, Contractor shall submit a practical schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the salient categories of the work. This first schedule which outlines the Contractor's view of the practical

way in which the work will be accomplished is the Baseline Schedule. If the Contractor fails to submit the Baseline Schedule with the ten (10) days noted then the District may withhold processing and approval of progress payments.

(2) Schedule Must Be Within the Given Contract Time. The Baseline Schedule shall not exceed time limits set forth in the Contract Documents and shall comply with all of the scheduling requirements as set forth in the Specifications.

(3) Submittals Must Be Incorporated. Contractor shall include submittals as line items in the Baseline Schedule. Submittals shall not delay the work, milestones, or the completion date. Failure to include submittals in the Baseline Schedule shall be deemed a material breach by the Contractor.

(4) No Early Completion. Contractor shall not submit a schedule showing early completion without indicating float time through the date set for Project completion by the District. Contractor's Baseline Schedule shall account for all days past early completion as float which belongs to the Project. Usage of float shall not entitle Contractor to any delay claim or damages due to delay.

(5) Use of Schedule Provided in RFP documents. In some cases, the RFP may include a preliminary schedule indicating milestones and construction sequences for the Project along with general timing for the Project. The preliminary schedule is not intended to serve as the Baseline Schedule utilized for construction. It is up to the Contractor to study and develop a Baseline Schedule to address the actual durations and sequences of work that is anticipated while maintaining the milestones provided by the District. Contractor shall obtain information from Contractor's subcontractors and vendors on the planning, progress, delivery of equipment, coordination, and timing of availability of subcontractors so a practical plan of work is fully developed and represented in the Baseline Schedule.

(6) Incorrect Logic, Durations, Sequences, or Critical Path. The District may reject or indicate durations, sequences, critical path or logic are not acceptable and request changes. The electronic copy of the Baseline Schedule shall have adequate information so logic ties, duration, sequences and critical path may be reviewed electronically. Contractor is to diligently rebuild and resubmit the Baseline Schedule to represent the Contractor's plan to complete the work and maintain milestones at the next Progress meeting, or before the next progress meeting. If Contractor is not able to build a schedule that is acceptable to the District, the District reserves the right to utilize the unapproved originally submitted Baseline Schedule (See Article 27.B (9)) and the comments submitted to hold Contractor accountable for timely delivery of work and maintenance of milestones. Furthermore, Contractor's representations in the Baseline Schedule, if unacceptable, may also be used as a basis for termination of the Contract if Contractor fails to adequately maintain the schedule and falls significantly behind without undertaking the efforts to either submit and follow a recovery schedule or fail to submit a recovery schedule and make no effort toward recovery on the Project.

(7) Contractor Responsibility Even if Schedule Issues Are Not Discovered. Failure on the part of the District to discover errors or omissions in schedules submitted shall not be construed to be an approval of the error or omission and a flawed schedule is not grounds for a time extension.

(8) Failure to Meet Requirements. Failure of the Contractor to provide proper schedules as required by this Article is a material breach of the Contract and grounds for termination. The District, at its sole discretion, may choose, instead, to withhold, in whole or in part, any progress payments or retention amounts otherwise payable to the Contractor.

(9) Use of an Unapproved Baseline Schedule. If Baseline Schedule submitted is unacceptable to the District (i.e. failing to meet the requirements of Article 27.B) and Contractor does not incorporate or address the written comments to the schedule and a Baseline Schedule is not approved, but due to extreme necessity, the District moves forward without an approved Baseline Schedule, Contractor shall diligently revise and meet schedule update requirements of this Article and incorporate all Article 27.B comments in all updates). However, for purposes of termination pursuant to Article 15, the schedule initially submitted shall be treated as a Baseline Schedule with durations shortened to accommodate all float and other mandatory schedule requirements under Article 27.B as well as incorporating all revisions from the District that are noted.

C. Update Schedules.

(1) Updates Shall Be Based on Approved Baseline Schedule. Except in the case where there has not been agreement as to a Baseline Schedule, after there has been agreement as to the Baseline Schedule, the Baseline Schedule shall be used to build future schedule updates. Schedule updates shall be a CPM based schedule consistent with the Baseline Schedule requirements of Article 27.B. In the case of utilization of Article 27.B(9) and no Baseline Schedule has been approved, schedule updates shall be provided monthly and each update shall incorporate all comments and revisions noted as not complying with the requirements of Article 27.B. Contractor shall be held to the Article 27.B(9) unapproved Baseline Schedule, inclusive of all milestones, adjusted for comments and all required Baseline Schedule inclusions under Article 27.B.

(2) Schedule Updates. Contractor shall update the schedule each month to address actual start dates and durations, the percent complete on activities, actual completion dates, estimated remaining duration for the work in progress, estimated start dates for work scheduled to start at future times and changes in duration of work items.

(3) Recovery Schedule. In addition to providing a schedule update every thirty (30) days, the Contractor, if requested by the District, shall take the steps necessary to improve Contractor's progress and demonstrate to the District that the Contractor has seriously considered how the lost time, the Completion Date, or the milestones that are required to be met within the terms of the Contract. Contractor shall immediately provide a recovery schedule showing how the Completion Date will be met. In no case, shall a recovery schedule be provided later than ten (10) days following the request for a recovery schedule from the District.

## **ARTICLE 28 MATERIALS AND WORK**

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

B. Unless otherwise specified, all materials shall be new and shall be of the respective kinds and grades as noted or specified.

C. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as required. Contractor shall be entirely responsible for damages or loss by weather or other causes to materials or work under this Contract.

D. Contractor shall, after award of Contract by District, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the work. Contractor shall, upon demand from the District, furnish to the District documentary evidence showing that orders have been placed.

E. No material, supplies, or equipment for work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon completion of all work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by it, to District free from any claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Contract shall have any right to place a lien upon the premises or any improvement or appurtenance thereof, except that Contractor may install metering devices or other equipment of a utility company or political subdivision, title to which is commonly retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to its owner.

F. For all material and equipment specified or indicated in the Drawings, the Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems. Incidental items not indicated on the Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized here in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.

## **ARTICLE 29 OBTAINING OF PERMITS, LICENSES AND EASEMENTS**

Permits, licenses, and certificates necessary for prosecution of work shall be secured and paid for by Contractor, unless otherwise specified. All such permits, licenses, and certificates shall be delivered to District before demand is made for the certificates of final payment. Contractor shall, and shall require subcontractors to, maintain Contractor's licenses in effect as required by law.

## **ARTICLE 30 ACCESS TO WORK**

District and its representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access so that District's representatives may perform their functions.

## **ARTICLE 31 SANITARY FACILITIES**

If applicable, Contractor shall provide sanitary temporary facilities in no fewer numbers than required by law.

## **ARTICLE 32 CLEANING UP**

Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by the work. Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises. Upon completion of work, Contractor shall clean interior and exterior of building, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking, sanitary facilities and similar temporary facilities from site. If Contractor fails to clean up, District may do so and the cost thereof shall be charged to Contractor.

## **ARTICLE 33 GUARANTEE**

A. In addition to guarantees required elsewhere, Contractor shall, and hereby does guarantee all work furnished on the job against all defects for a period of one year after date of acceptance of work by District and shall repair or replace any and all such work, together with any other work, which may be displaced in so doing that may prove defective in workmanship and/or materials within one year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects to Contractor and Surety with reasonable promptness. Contractor shall notify District upon completion of such repairs or replacement.

B. Contractor Warrants that the Work (which includes any equipment furnished by Contractor as a part of the materials) shall: (a) Be free from defects in workmanship and material; (b) Be free from defects in any design performed by Contractor; (c) Be new, and conform and perform to the requirements stated in the Specifications, and where detail requirements are not so stated, shall conform to applicable industry standards; and (d) Be suitable for the use stated in the Specifications.

C. The warranty period for discovery of defective work shall commence on the date stamped on the Notice of Completion verifying County registration and continue for the period set forth in the Specifications or for one year if not so specified. If, during the warranty period, the Work is not available for use due to defective work, such time of unavailability shall not be counted as part of the warranty period. The warranty period for corrected defective work shall continue for a duration equivalent to the original warranty period.

D. Nothing in this Article shall limit or otherwise revise any other warranty or guarantee requirements set forth in the Specifications or other Contract Documents.

## **ARTICLE 34 DUTY TO PROVIDE FIT WORKERS**

A. Contractor and Subcontractors shall at all times enforce strict discipline and good order among their employees and shall not employ on any person not skilled in the work assigned to such person. It shall be the responsibility of Contractor to ensure compliance with this Article.

B. Any person in the employ of the Contractor or subcontractors whom District may deem unfit shall be excluded from the work site and shall not again be employed on it except with written consent of District. As used in this Article, "unfit" means any person who the District concludes is either not, or improperly, skilled for the task assigned to that person, who fails to comply with the requirements of this Article, or who creates safety hazards which jeopardize other persons and/or property.

C. Contractor shall take all reasonable steps necessary to insure that any employees of Contractor or any of its subcontractors employees do not use, consume, or work under the influence of any alcohol or illegal drugs while on the Project. Contractor shall further prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the Project. Likewise, Contractor shall preclude any of its employees or subcontractor's employees from bringing any animal onto the Project.

## **ARTICLE 35 FINGERPRINTING**

If applicable, Contractor shall comply with all provisions of either Education Code section 45125.1 or 45125.2. Pursuant to Education Code section 45125.1, Contractor shall conduct criminal background checks of all employees of Contractor assigned to the District, and shall certify that no employees who have been convicted of serious or violent felonies, as specified in Education Code section 45125.1, will have contact with pupils, by utilizing the certification set forth in the RFP documents. As part of such certification, Contractor must provide the District with a list of all employees providing services pursuant to this Agreement, and designate which sites such employees will be assigned. In performing the services set forth in this Agreement, Contractor shall not utilize any employees who are not included on the above-referenced list. At District's sole discretion, District may make a finding, as authorized under Education Code section 45125.1, that Contractor's employees will have only "limited contact" with pupils. Contractor's failure to comply with this law shall be considered a material breach of this Agreement upon where this Agreement may be terminated, at District's sole discretion, without any further compensation to Contractor.

Pursuant to Section 45125.2 Contractor shall ensure the safety of pupils by the installation of a physical barrier at the worksite and by continual supervision and monitoring of all these employees by an employee of Contractor whom the Department of Justice has ascertained has not been convicted of a serious or violent felony, as defined in Education Code section 45125.2 (c).

## **ARTICLE 36 WAGE RATES, TRAVEL AND SUBSISTENCE**

A. **Wage Rates.** Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations ("Director"). These rates are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform work on the Project, but such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

B. **Holiday and Overtime Pay.** Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.

C. **Wage Rates Not Affected by Subcontracts.** The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

D. **Per Diem Wages.** The Contractor shall pay and shall cause to be paid to each worker needed to execute the work on the Project per diem wages including employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1.

E. **Forfeiture and Payments.** Pursuant to Labor Code §1775, the Contractor shall forfeit to the District, not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any work done under the Agreement by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or Subcontractor's failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Contractor or Subcontractor; and (2) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

F. **Monitoring and Enforcement by Labor Commissioner.** Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The Contractor and all Subcontractors shall be required to furnish, at least monthly, certified payroll records directly to the Labor Commissioner in accordance with Labor Code section 1771.4. All payroll records shall be furnished in a format required by the Labor Commissioner. The Contractor and all Subcontractors must sign up for, and utilize, the Labor Commissioner's electronic certified payroll records submission system. The District will have direct and immediate access to all CPRs for the Project that are submitted through the Labor Commissioner's system. The District can use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.

The Labor Commissioner and DLSE may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the Labor Commissioner/DLSE to ensure compliance with prevailing wage requirements. The Labor Commissioner/DLSE shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner/DLSE.

Any lawful activities conducted or any requests made by the Labor Commissioner/DLSE shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by the Contractor. Contractor and all Subcontractors shall cooperate and comply with any lawful requests by the Labor Commissioner/ DLSE. The failure of the Labor Commissioner, DLSE, or any other entity related to the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.

Prior to commencing any work on the Project, the Contractor shall post the required notice/poster required under the California Code of Regulations and Labor Code section 1771.4 in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the Labor Commissioner's website.

### **ARTICLE 37 PAYROLL RECORDS**

A. Pursuant to §1776 of the Labor Code, each Contractor and Subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the Project.

B. All payroll records as specified in Labor Code §1776 of the Contractor and all Subcontractors of any tier shall be certified and furnished directly to the Labor Commissioner in accordance with Labor Code §1771.4(a)(3) on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Payroll records as specified in Labor Code §1776 shall be certified and submitted to the District with each application for payment. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

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

(2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs of the preparation by the Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

C. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

D. The Contractor or Subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 days after receipt of a written request.

E. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the Subcontractor(s) performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States



Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.

F. The Contractor shall inform the District of the location of all payroll records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

G. The Contractor or Subcontractor(s) shall have 10 days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that the Contractor or Subcontractor(s) fails to comply within the 10-day period, the Contractor or Subcontractor(s) shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. The Contractor is not subject to a penalty due to the failure of a Subcontractor to comply with this section.

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

### **ARTICLE 38 WITHHOLDING OF CONTRACT PAYMENTS & PENALTIES**

The District may withhold or delay contract payments to the Contractor and/or any Subcontractor if:

- (1) The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the Project; or
- (2) The Contractor or Subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or
- (3) The Contractor or Subcontractor(s) submit incomplete or inadequate payroll records; or
- (4) The Contractor or Subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or
- (5) The Contractor or Subcontractor(s) fail to comply with any applicable state laws governing labor on public works projects.

### **ARTICLE 39 APPRENTICES**

A. **Apprentice Wages and Definitions.** All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the work of the craft or trade to which he or she is registered. Only apprentices, as defined in §3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with §3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each

apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training or in accordance with the rules and regulations of the California Apprenticeship Council.

**B. Employment of Apprentices.** Contractor agrees to comply with the requirements of Labor Code §1777.5. The Contractor awarded the Project, or any Subcontractor under him or her, in performing any of the work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall employ apprentices in the ratio set forth in Labor Code §1777.5 and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project site for a certificate approving the Contractor or Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor. The Contractor or Subcontractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code §1777.5.

**C. Submission of Contract Information.** Prior to commencing work on the Project, the Contractor and Subcontractors shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the District if requested. Within 60 days after concluding work on the Project, the Contractor and Subcontractors shall submit to the District, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.

**D. Apprentice Fund.** The Contractor or any Subcontractor under him or her, who, in performing any of the work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor and Subcontractors may take as a credit for payments to the Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and Subcontractors may add the amount of the contributions in computing his or her bid for the Contract.

**E. Prime Contractor Compliance.** The responsibility of compliance with this Article and §1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor. Any Contractor or Subcontractor that knowingly violates the provisions of this Article or Labor Code §1777.5 shall be subject to the penalties set forth in Labor Code §1777.7.

## **ARTICLE 40 PROTECTION OF PERSONS AND PROPERTY**

**A.** The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and

work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk, with the exception of damage to the work caused by "acts of God" as defined in Government Code section 4151(b). Contractor's liability for any injury or damage proximately caused by any "act of God" shall be limited to five percent (5%) of the Contract price pursuant to Government Code section 4150.

B. Contractor shall take, and require subcontractor to take, all necessary precautions for safety of workers on the work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Contractor shall furnish, erect and properly maintain at all times, as directed by District or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of its organization on the work, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. Name and position of person so designated shall be reported to District by Contractor. Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.

C. In an emergency affecting safety of life, of work, or of adjoining property, Contractor, without special instruction or authorization from District, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and Contractor shall so act if so authorized or instructed by District. District will not hold Contractor liable for damages proximately caused by Contractor's actions if such actions were reasonably necessary to prevent loss of life or injury to person or damage to work or adjoining property. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

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

E. Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair work shall be obtained and paid for by Contractor.

F. Contractor shall (unless waived by the District in writing):

(1) When performing new construction on existing sites, become informed and take into specific account the maturity of the students on the site; and perform work which may interfere with school routine before or after school hours, enclose working area with a substantial barricade, and arrange work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities. The Contractor shall comply with specifications and directives of the District regarding the timing of certain construction activities in order to avoid unnecessary interference with school functioning.

- (2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
- (3) Deliver materials to building area over route designated by District.
- (4) Take preventive measures to eliminate objectionable dust.
- (5) Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits or directions of District; and shall not interfere with the work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of District regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on construction site.
- (6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer and all maps and records required therefrom shall be filed with county and local authorities, at no cost to the District. All filing and plan check fees shall be paid by Contractor.

#### **ARTICLE 41 NON-DISCRIMINATION**

In the performance of the terms of this Contract, Contractor agrees that it will not engage in nor permit such subcontractor as it may employ to engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

#### **ARTICLE 42 COST BREAKDOWN AND PERIODICAL ESTIMATES**

A. If applicable, Contractor shall furnish on forms approved by District:

- (1) Within ten (10) days of award of Contract a detailed estimate giving complete breakdown of Contract price for each Project or site; and
- (2) A periodical itemized estimate of work done for purpose of making partial payments thereon.
- (3) Within ten (10) days of request of District, a schedule of estimated monthly payments which shall be due Contractor under Contract.

B. Values employed in making up any of these schedules will be used only for determining basis of partial payments and will not be considered as fixing a basis for additions to or deductions from Contract price.

C. Contractor shall include in any breakdown or estimate the cost of final Project record documents, guarantees, warranties, O & M Manuals, photographs, etc.

#### **ARTICLE 43 CONTRACTOR CLAIMS & DISPUTES**

A. **[Not Used]**

B. **District's Review.** The District will review claims and take one or more of the following preliminary actions within ten (10) days of receipt of a claim: (1) request additional supporting data from the claimant; (2) submit a schedule to the parties indicating when the District expects to take action; (3) reject the claim in whole or in part, stating reasons for rejection; (4) recommend approval of the claim; or

(5) suggest a compromise. The District may also, but is not obligated to, notify the surety, if any, of the nature and amount of the claim.

C. **Documentation if Resolved.** If a claim has been resolved, the District will prepare or obtain appropriate documentation.

D. **Actions if Not Resolved.** If a claim has not been resolved and all documentation requested pursuant to Article 43.B has been provided, the party making the claim shall, within ten (10) days after the District's preliminary response, take one or more of the following actions: (1) modify the initial claim; (2) notify the District that the initial claim stands; or (3) supplement with additional supporting data.

E. **District's Written Decision.** If a claim has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the District, the District will notify the parties in writing that the District's decision will be made within twenty (20) days. Upon expiration of such time period, the District will render to the parties its written decision relative to the claim, including any change in the Contract Sum or Contract Time or both. The District may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

F. **Continuing Contract Performance.** Pending final resolution of a Claim, including, negotiation, mediation, arbitration, or litigation, the Contractor shall proceed diligently with performance of the Contract, and the District shall continue to make any undisputed payments in accordance with the Contract. If the dispute is not resolved, Contractor agrees it will neither rescind the contract nor stop the progress of the work, but Contractor's sole remedy shall be to submit such controversy to determination by a court of competent jurisdiction in the county where the project is located, after the project has been completed, and not before. At the District's sole option, the District may submit individual disputes for binding arbitration and Contractor agrees to the resolution determined for each individual dispute by Arbitrator, including resolution of time and delays. If binding arbitration is utilized for individual disputes, such resolution is full and final as to that particular claim.

G. **Claims for Extension of Time.** Subject to the requirements set forth in Article 50, if Contractor and District cannot agree upon an extension of time, whether compensable or not, the Contractor must comply with the requirements in this Article including those set forth under Article 44.

#### **ARTICLE 44 CLAIMS PROCEDURES & REQUIREMENTS**

A. **Procedures and Requirements Applicable to all claims.**

(1) Definition of Claim: A "Claim" means a separate demand by the Contractor for (1) time extension, (2) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the District.

(2) Filing Claim is Not Basis To Discontinue Work: The Contractor shall promptly comply with work under the Contract or work requested by the District even though a written claim has been filed. The Contractor and the District shall make good faith efforts to resolve any and all claims that may arise during the performance of the work covered by this contract.

(3) Claim Notification: The Contractor shall within seven (7) calendar days after the claim arises, submit a notification, in writing, with the District stating clearly the basis for the claim. If the notification is not submitted within seven (7) days after the claim arises, the Contractor shall be deemed to have waived all right to assert the claim and the claim shall be denied. Claims submitted after the final payment date shall also be considered null and void by the District. All claims shall be reviewed pursuant to Article 43.

(4) Formal Claim Submission: If the Contractor does not concur with the District's decision regarding the Claim Notification, the Contractor will issue a formal Claim Appeal within fourteen (14) days of receipt of the District's decision and all detailed information in support of the Claim Appeal within thirty (30) days. All appeals shall be submitted before final payment. If the Claim Appeal is not submitted within fourteen (14) calendar days and detailed information within thirty (30) days, the Contractor shall be deemed to have waived its right to assert the Claim and the Claim shall be denied. Contractor's failure to submit any detailed information which is in the possession of Contractor shall render such information inadmissible by Contractor at trial or arbitration.

(5) Appeal Claim Format: The Contractor shall provide all written detailed documentation which supports the claim, including but not limited to: arguments, justifications, cost, estimates, schedule analysis and detailed documentation. The format of the Claim Appeal shall be as follows:

- a. Cover letter.
- b. Summary of factual basis of claim and amount of claim.
- c. Summary of the basis of the claim, including the specific clause and section under the Contract under which the claim is made.
- d. Documents relating to the claim, including:
  - (i) Specifications
  - (ii) Drawings
  - (iii) Clarifications (RFI's)
  - (iv) Other relevant information
  - (v) Analysis of claim merit.
  - (vi) Analysis of claim cost.
  - (vii) For claims relating to time extensions, an analysis and supporting documentation evidencing any effect upon the critical path.
  - (viii) Certification.
  - (ix) Chronology of events and related correspondence.
  - (x) Daily reports and logs.

(6) Certification: The Contractor (and subcontractors, if applicable) shall submit with the claim a certification under penalty of perjury:

- a. That the Contractor has reviewed the claim and that such claim is made in good faith;
- b. Supporting data are accurate and complete to the best of the Contractor's knowledge and belief;
- c. The amount requested accurately reflects the amount of compensation for which the Contractor believes the District is liable.

- d. That the Contractor is familiar with Government Code section 12650 et seq. and Penal Code section 72, and that false claims can lead to substantial fines and/or imprisonment.

(7) Signature of Certification: If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

(8) Mandatory Claim Appeal Procedure: The Contractor's Claim Appeal shall be denied if it fails to provide the written basis of the claim and certification as set forth herein.

(9) District May Request Additional Information: Within thirty (30) days of receipt of the Claim Appeal and the information under this Article, the District may request in writing any additional documentation supporting the claim or documentation relating to defenses to the claim which the District may assert.

**B. Claims Procedures in Addition to Government Code Claim.** Nothing in the claims procedures set forth in this Article 44 of the General Conditions shall act to waive or relieve the Contractor from meeting the requirements set forth in Government Code section 900 et seq.

**C. Binding Arbitration of Individual Claim Issues.** At the District's sole option, the District may submit individual disputes, or claims, to binding arbitration and Contractor agrees to the resolution determined for each individual dispute by Arbitrator, including resolution of time and delays. If binding arbitration is utilized, such resolution is a full and final resolution of the particular claim or dispute. Under no circumstances may the Contractor stop work, rescind its contract or otherwise slow the progress of work during resolution of individual claims in binding Arbitration.

**C. Resolution of Disputes in Court of Competent Jurisdiction.** If claims are not resolved under the procedure set forth and pursuant to Article 44.C, such claim or controversy shall be submitted to a court in the county of competent jurisdiction after the Project has been completed, and not before. Prior to the filing of any such action in accordance with this Paragraph, the Contractor shall comply with the requirements set forth in Government Code section 900 et seq.

**E. Warranties, Guarantees and Obligations.** The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by the General Conditions and amendments thereto; and all of the rights and remedies available to District thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Article will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

## **ARTICLE 45 PAYMENTS TO CONTRACTOR**

**A.** Unless otherwise specified, each month within thirty (30) days after approval of the Request for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the work performed (as certified by District and Inspector and verified by Contractor) up to the last day of the previous month, less the aggregate of previous payments. The value of the work completed shall be the Contractor's best estimate. Work completed as estimated shall be an approximation or estimate only and

no mistake, inaccuracy, error or falsification in said any approved estimate shall operate to release the Contractor, or any surety upon any bond, from damages arising from such work, or from the District's enforcement of each and every provision of this Contract including but not limited to the Performance Bond and Payment Bond. The District shall have the right to subsequently to correct any mistake, inaccuracy, error or falsification made or otherwise set forth in any approved Request for Payment and such correction may occur in any future Payment Application or in the final payment to the Contractor. No Surety upon any bond shall be relieved, released or exonerated of its obligations under this Contract or any applicable bond when the District is unable to correct an overpayment to the Contractor due to any abandonment by the Contractor or termination by the District.

B. Before payment is made hereunder, the District will review the request for progress payment with District and Inspector for verification that the work for which payment is requested has been performed in accordance with the Terms of the Contract.

C. District and Inspector shall sign the request for payment as verification that the work has been performed. It is understood moreover, that signature of the Inspector shall not be conclusive upon District, but merely advisory.

D. Upon request by the District, Contractor shall provide lien releases or partial lien releases for payments previously made. Contractor shall not be entitled to any payment for WORK performed if Contractor has not complied with any lawful direction from the District or has failed to provide lien releases as requested.

E. Prior to final payment, Contractor and each Subcontractor shall certify that the Project does not contain any asbestos containing materials.

F. After completion of the Work, Contractor shall make a demand for final payment. The demand for final payment shall identify all disputed and undisputed amounts due under the Contract and, all claims for compensation under or arising out of this Contract. The Contractor's negotiation of the payment of the final amount shall constitute a waiver of all amounts due under the Contract and all claims against District under or arising out of this Contract except those identified by Contractor in writing, and unsettled before Contractor's negotiation of final payment. The final payment, if unencumbered, shall be made thirty-five (35) calendar days after recordation of the Notice of Completion by the County Registrar. Acceptance will be made only by action of the Governing Board.

G. In accordance with Public Contract Code section 7100, payments by the District to the Contractor for any and all undisputed amounts is contingent upon the Contractor furnishing the District with a release of all claims against the District related to such undisputed amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release. If, however, the Contractor specifically excludes any claims, the Contractor shall provide details such as a specific number of disputed days or costs of any such exclusion in accordance with Articles 44 and 46.

H. No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the WORK.

#### **ARTICLE 46 CHANGES AND EXTRA WORK**

A. District may, as provided by law and without affecting the validity of this Contract, order changes, modifications, deletions and extra work by issuance of written change orders from time to time during the progress of the Project, Contract sum being adjusted accordingly. All such work shall be



executed under conditions of original Contract except that any claim for an extension of time caused thereby shall be adjusted at time of ordering such change.

B. In giving instructions, District shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with purposes of the building. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from District, authorized by action of the Governing Board and no claim for addition to Contract sum shall be valid unless so ordered.

C. The following format shall be used as applicable by the District and the Contractor to communicate proposed additions and deductions to the Contract:

	<u>EXTRA</u>	<u>CREDIT</u>
(a) Material (attach itemized quantity and unit cost plus sales tax)	_____	_____
(b) Labor (attach itemized hours and rates)	_____	_____
(c) Equipment (attach invoices)	_____	_____
(d) Subtotal	_____	_____
(e) If Subcontractor performed work, add Subcontractor's overhead and profit to portions performed by Sub-contractor, not to exceed fifteen percent (15%) of item (d).	_____	_____
(f) Subtotal	_____	_____
(g) General Contractor's Overhead and Profit: Not to exceed fifteen percent (15%) of Item (f) if Contractor performed the work. No more than five percent (5%) of Item (f) if Subcontractor performed the work. If work was performed by Contractor and Subcontractors, portions performed by Contractor shall not exceed fifteen percent (15%) if Item (f), and portions performed by Subcontractor shall not exceed five percent (5%) of Item (f)	_____	_____
(h) Subtotal	_____	_____
(i) Bond not to exceed one percent (1%) of Item (f)	_____	_____
(j) TOTAL	_____	_____

D. If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligates the District to pay additional compensation to the Contractor or to grant an extension of time for the compensation of the Contract, or constitutes a waiver of any provision in the Contract, Contractor shall notify the District, in writing, of such claim within ten (10) calendar days from the date Contractor has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the District within such ten (10) calendars day period shall be deemed a waiver and relinquishment of such a claim against the District. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in this Article.

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

#### **ARTICLE 47 COMPLETION**

A. The Project will be considered complete when all required contract work is completed, all punch list items have been completed and a Notice of Completion has been recorded for the Project. The work may only be accepted as complete by action of the Governing Board.

#### **ARTICLE 48 ADJUSTMENTS TO CONTRACT PRICE**

A. If Contractor defaults or neglects to carry out the work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after ten (10) days written notice to Contractor and without prejudice to any other remedy it may have, make good such deficiencies.

B. District shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct work injured or not done in accordance with Contract provisions, an equitable reduction in Contract price shall be made therefore.

#### **ARTICLE 49 CORRECTION OF WORK**

A. Should it be considered necessary or advisable by the District at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out the same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to fault of the Contractor or his subcontractor, he shall defray all expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and material necessarily involved in the examination and replacement shall be allowed the Contractor.

B. Contractor shall promptly remove from premises all work identified by District as failing to conform to Contract, whether incorporated or not. Contractor shall promptly replace and re-execute its own work to comply with entrant documents without additional expense to District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

C. If Contractor does not remove such work within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) days time thereafter, District may, upon ten (10) days written

notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

## **ARTICLE 50 EXTENSION OF TIME - LIQUIDATED DAMAGES**

A. The Contractor and District hereby agree that the exact amount of damages for failure to complete the work within the time specified is extremely difficult or impossible to determine. It is expressly understood that time is of the essence and that the Contractor must complete the Project within the Contract Time specified in the Agreement. Contractor shall be assessed the sum (set forth in the Agreement Form) per day as liquidated damages for each and every day the work required under this contract remains unfinished past the time for completion, as set forth in the Agreement, and any extensions of time granted by the District to the Contractor under the terms of the Contract Documents and pursuant to Section 53069.85 of the Government Code. For purposes of this Article, the work shall be considered "complete" in accordance with the provisions of Article 47, "COMPLETION", except that the work may be considered complete without formal acceptance by the Governing Board so long as the board, at its next regularly scheduled meeting, accepts the work.

B. Contractor shall not be charged for liquidated damages, as set forth above, because of any delays in completion of work which are not the fault or negligence of Contractor, including but not restricted to: acts of God as defined in Public Contract Code section 7105, acts of public enemy, fires, floods, epidemics and quarantine restrictions. Contractor shall, within ten (10) calendar days of beginning of any such delay (unless District grants in writing a further period of time to file such notice prior to date of final settlement of the Contract), notify District in writing of causes of delay; thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. The District's finding of fact thereon shall be final and conclusive on the parties hereto. Extensions of time shall apply only to that portion of work affected by delay, and shall not apply to other portions of work not so affected.

## **ARTICLE 51 PAYMENTS WITHHELD**

A. In addition to amount which District may retain under Article 47 entitled "COMPLETION" and Article 45 entitled "PAYMENTS TO CONTRACTOR", District may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in its judgment may be necessary to cover:

- (1) Payments which may be past due and payable for just claims against Contractor or any subcontractors, or against and about the performance of work on the Project under this Contract, including, without limitation, payments made pursuant to the Article 45 entitled "PAYMENTS BY CONTRACTOR";
- (2) The cost of defective work which Contractor has not remedied;
- (3) Liquidated damages assessed against Contractor;
- (4) Penalties for violation of labor laws;
- (5) The cost of materials ordered by the District pursuant to the Article 28 entitled "MATERIALS AND WORK";
- (6) The cost of completion of this Contract if there is reasonable doubt that this Contract can be completed for the balance then unpaid to Contractor;
- (7) Site clean-up as provided in Article 32 entitled "CLEANING UP";
- (8) Amount necessary to satisfy any and all liens against District. Contractor shall provide release of all liens prior to final payment;
- (9) Damages to another Contractor;

- (10) Payments to indemnify, defend, or hold harmless the District; or
- (11) Any payments due to the District including but not limited to payments for failed tests, utilities or imperfections.

B. If the Contractor, at its own expense, removes the reason for withholding, then payment shall be made for amount withheld.

C. District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then such amount shall be considered as a payment made under Contract by District to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of such funds disbursed on behalf of Contractor.

D. As an alternative to payment of such claims or obligations, District, in its sole discretion, may reduce the total Contract price as provided in Article 48 entitled "ADJUSTMENTS TO CONTRACT PRICE."

E. Payment by the District shall be without prejudice to any other action by the District to recover damages.

## **ARTICLE 52 EXCISE TAXES**

If under Federal Excise Tax Law any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, District, upon request, will execute documents necessary to show (1) that District is a political subdivision of the State for the purposes of such exemption and (2) that the sale is for the exclusive use of District. No Federal Excise Tax for such materials shall be included in any proposal price.

## **ARTICLE 53 TAXES**

Proposal price is to include any and all applicable sales taxes or other taxes that may be due in accordance with Section 7051 of the Revenue and Taxation Code; Regulation 1521 of the State Board of Equalization or any other tax codes that may be applicable.

## **ARTICLE 54 NO ASSIGNMENT**

Contractor shall not assign this Contract or any part thereof.

## **ARTICLE 55 NOTICE AND SERVICE THEREOF**

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

- (1) If notice is given to District, by personal delivery thereof to District or by depositing same in United States mail, enclosed in a sealed envelope addressed to District, and sent by registered or certified mail with postage prepaid;
- (2) If notice is given to

Contractor by personal delivery thereof to said Contractor or to Contractor's superintendent at site of Project, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business or at such address as may have been established for the conduct of work under this Contract, and sent by registered or certified mail with postage prepaid;(3) If notice is given to surety or other person by personal delivery to such surety or other person or by depositing same in United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by surety or other person to party giving notice, and sent by registered or certified mail with postage prepaid.

#### **ARTICLE 56 NO WAIVER**

The failure of District in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

#### **ARTICLE 57 HAZARDOUS MATERIALS**

In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the District in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the District and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the District and Contractor.

#### **ARTICLE 58 DISTRICT'S RIGHT TO CARRY OUT THE WORK**

If Contractor defaults or neglects to carry out the work in accordance with the Contract Documents or fails to perform any provision of this Contract, the District may, after ten (10) calendar days' written notice to Contractor and without prejudice to any other remedy it may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due Contractor the cost of correcting such deficiencies, made necessary by such default, neglect or failure. If the payments then or thereafter due Contractor are not sufficient to cover such amount, then Contractor shall pay the difference to the District within ten (10) calendar days.

#### **ARTICLE 59 INDEMNIFICATION**

See Article 5 of the Agreement Form.

#### **ARTICLE 60 NON-UTILIZATION OF ASBESTOS MATERIAL**

**NO ASBESTOS OR ASBESTOS-CONTAINING PRODUCTS SHALL BE USED IN THIS CONSTRUCTION OR IN ANY TOOLS, DEVICES, CLOTHING, OR EQUIPMENT USED TO EFFECT THIS CONSTRUCTION.**

Asbestos and/or asbestos-containing products shall be defined as all items containing, but not limited to, chrysolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (1%) asbestos shall be defined as asbestos-containing material. All

work or materials found to contain asbestos or work or material installed with asbestos-containing equipment will be immediately rejected and this work will be removed at no additional cost to the District.

#### **ARTICLE 61 LIEN RELEASES**

Contractor shall, at its own cost, defend, indemnify and hold harmless the District, its officers, agents, employees, assigns, and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including attorney's fees and expenses, or any of them, arising from or attributable to a lien or stop notice filed and/or served in connection with the work.

# **SCOPE OF WORK**

**FOR**

**THE DESIGN-BUILD OF A CNG FUELING STATION**

**AT**

**THE DISTRICT'S TRANSPORTATION YARD**

**RFP No. 14-15:03**

**BONITA UNIFIED SCHOOL DISTRICT**

**115 W. Allen Ave.  
San Dimas, CA 91773**

**PROPOSALS DUE: APRIL 10, 2015, 10:00 A.M.**

## CNG FUELING STATIONS EQUIPMENT SPECIFICATIONS

### **PART 1 - GENERAL**

#### **1.1 WORK INCLUDED**

This specification describes the minimum requirements of a Proposer with a Class “A” State of California License, to provide a complete turnkey compressed natural gas (CNG) vehicle fueling facility capable of providing time-fill fueling to Bonita Unified School District, California.

- A. This specification covers the design, permitting, equipment manufacturing, supply, transportation, site preparation, installation, commissioning of, and training for the CNG fueling station equipment specified in this document.
- B. The installation price shall be included as a separate item in each submitted proposal.
- C. The CNG fueling equipment shall be packaged on a skid in the smallest possible footprint, and shall use dependable components to reduce maintenance and downtime. The skid-mounted equipment system shall be modular, and shall facilitate possible future expansion of compression and/or the addition of storage capacity. The CNG fueling system shall consist of, but not be limited to, the following minimum components:
  - 1. One single tower manual regeneration natural gas dryer.
  - 2. Two compressors each with a 50 HP, 480 VAC, 3-phase electric motor drive. Each compressor shall be equipped with the following:
    - a. Closed-loop gas recovery system with ASME-rated blow-down tank.
    - b. Electric motor (labeled for use in at least Class 1, Division 2, Group D areas), air-cooled intercooler and after cooler, condensate separator for the after cooler with automatic dump system, ESD valve, inlet particulate filter, pulsation dampener, two high-pressure discharge coalescing filters, individual PLC control, methane detector, explosion proof light, exhaust fan, and other accessories.
  - 3. Each compressor shall be installed on a steel skid with an enclosure.
  - 4. The compressors are to operate lead/lag to ensure that each compressor has approximately the same number of operating hours.
  - 5. One time-fill valve panel with PLC control and electronic ambient temperature compensation.
  - 6. The time-fill system is to be controlled by a time clock with the ability to be set by the OWNER.
  - 7. The station and compressor electrical motor control panel shall be designed for remote mounting in the non-hazardous area of the station.
  - 8. Seven twin-hose time-fill posts. Each post shall be equipped with a ¼ turn manual ball valve with a bleed valve located downstream of the ¼ turn ball valve.
  - 9. Each time-fill post shall be installed on a concrete support extending up from the ground.



## 1.2 CODES AND STANDARDS

- A. The design, site preparation, construction, equipment and the entire packaged fueling system shall comply with the latest revisions of all applicable codes and standards as per their adoption by local jurisdictions and the OWNER. All materials shall be new. As a minimum, the design, construction, equipment and the entire packaged fueling station system shall comply with the following codes and standards:

ANSI	American National Standards Institute
API	American Petroleum Institute 1220 L Street, Northwest Washington, DC 20005
ASME	American Society of Mechanical Engineers 345 East 47 <sup>th</sup> Street New York, NY 10017
	Boiler and Pressure Vessel (B&PV) Code
	a. Section VIII, Division I – Pressure Vessels
	b. Section V – Nondestructive Examination
	c. Section IX – Welding and Brazing Qualifications
	d. B31.3 Pressure Piping
ASNT	American Society of Nondestructive Testing 3200 Riverside Drive Columbus OH 43221
	a. SNT-TC-1A Recommended Practice
ASTM	American Society for Testing and Materials
AWS	American Welding Society 550 NW Le Jeune Road Miami, FL 33135
	a. A5.1 Covered Carbon Steel Arc Welding Electrodes
	b. A5.5 Low Alloy Steel Covered Arc Welding Electrodes
CBC	California Building Code California Building Standards Commission 428 J Street, Ste 450 Sacramento, CA 95814
CCR	California Code of Regulations Title 24, Part 3 (California Electric Code) Title 8, Industrial Relations, Division 1 Chapter 4, Division of Industrial Safety, Subchapter 1, Unfired Pressure Vessel Safety Orders

CFC	California Fire Code California Building Standards Commission 428 J Street, Ste 450 Sacramento, CA 95814
CPUC	California Public Utilities Commission
ISA	Instrument Society of America
ISO	International Standards Organization ISO 13631 Packaged Reciprocating Gas Compressors for Petroleum and Natural Gas Industries
NEMA	National Electric Manufacturers Association
NFPA	National Fire Protection Association Batterymarch Park Quincy, MA 02269 <ul style="list-style-type: none"> <li>a. NFPA 52 Compressed Natural Gas (CNG) Vehicular Fuel Systems</li> <li>b. NFPA 54 National Fuel Gas Code</li> <li>c. NFPA 70 National Electrical Code (NEC)</li> </ul>
OSHA	Occupational Safety and Health Administration US Department of Labor Consultation and Compliance Section 71 Stevenson St, Ste 415 San Francisco, CA 94105 <ul style="list-style-type: none"> <li>a. Title 29 Code of Federal Regulation</li> </ul>
SAE	Society of Automotive Engineers J1616 <ul style="list-style-type: none"> <li>a. Recommended Practice for Compressed Natural Gas Vehicle Fuel</li> </ul>
SSPC	Steel Structures Painting Council
TEMA	Tubular Exchanger Manufacturers Association
UBC	Uniform Building Code
UFC	Uniform Fire Code

UL Underwriters Laboratories Inc.  
333 Pfingsten Road  
Northbrook, IL 60062

- a. UL 508 Industrial Control Equipment
- b. UL 508A Industrial Control Panels
- c. UL 698A Industrial Control Panels Related to hazardous Locations
- d. UL 1604 Electrical Equipment for Use in Class I Division 1 and 2 Group D, Hazardous (Classified) Locations

### **1.3 QUALITY ASSURANCE:**

- A. All equipment shall be permanently affixed and accessible for maintenance and operation in accordance with all code requirements. Supports for all equipment shall conform to seismic requirements. All calculations required by permitting agencies must be provided, stamped and signed by a professional engineer licensed by the State of California.
- B. The Supplier shall notify the OWNER representative no later than 10 working days prior to factory testing of the natural gas dryer, and compressor systems to allow the representative the option to witness the test prior to shipment. Witnessing of the testing does not relieve the Supplier of the responsibility to comply with the specifications.
- C. All paint and priming products, whether shop or field applied shall be lead, chromium, and cadmium free. In addition, these products and all other materials used shall comply with local, regional, state and federal air quality rules and regulations, especially those of the South Coast Air Quality Management District.
- D. All materials and surfaces exposed to the exterior, unless otherwise pre-finished or otherwise treated with a corrosion-resistant finish, shall receive a three-coat shop-applied paint system.
- E. The natural gas dryer, compressor package and enclosure, and control panels shall be factory-inspected and certified by packager for compliance with NFPA 52, NFPA 70, UL508, UL508A and UL1604. Certification by the packager shall be evidenced by the application of a sticker on the natural gas dryer, compressor enclosure, and remote electrical control panels.

### **1.4 SUBMITTALS:**

- A. Within four (4) weeks of receipt of an executed contract or purchase order, Supplier shall submit four (4) copies of the following drawings and data for review. Submitted drawings and data shall be certified by the respective equipment manufacturer that the drawings and data accurately represent the final product/system in all respects.
  - 1. For each equipment system or assembly: general arrangement drawing, process and instrumentation diagram, mechanical fabrication/assembly drawing, electrical elementary diagram, wiring diagram, electrical control assembly drawing, and installation instructions. Equipment arrangement drawings, including block flow diagram, shall clearly identify the precise location, number, and size of customer connections, weight of equipment, with grout and anchor bolt size and pattern for attachment of equipment to foundation. All existing adjacent and relevant structures and property lines within the scope of the facility, including known sub-grade conduits and structures.
  - 2. Station and compressor unit controller ladder logic diagrams.

3. Complete mechanical and electrical bills of materials, including the following: electrical distribution panel; gas dryer; compressor assembly; skid assembly; circuit breakers; motor control center assembly; ASME storage vessels; control panel; time-fill controls; time-fill posts; devices for vehicular impact protection (i.e. concrete-filled bollards).
  4. Written guarantee stating compressor complies with ring life and oil carryover requirements.
  5. All pressure relief-valve sizing calculations.
- B. No fabrication or material purchase shall start until drawings are reviewed and accepted by the OWNER'S representative, the local fire department, and other jurisdictions having authority. Individual equipment systems may be released for fabrication upon OWNER'S representative's acceptance of their corresponding, certified shop drawings.
- C. Submit equipment record drawings as described in Article 3.2
- D. Submit operating and maintenance manuals as described in Article 3.3.

## 1.5 PROJECT CONDITIONS

### A. Natural Gas

- |                                  |   |                                |
|----------------------------------|---|--------------------------------|
| 1. Specific Gravity              | : | 0.56                           |
| 2. Temperature                   | : | 50-60°F                        |
| 3. Heating Value                 | : | 1010 BTU/SCF                   |
| 4. Moisture Content              | : | 2-7 Ib/MMSCF                   |
| 5. Typical Gas Composition       | : | 95% C1                         |
|                                  | : | 2% C2                          |
|                                  | : | 1 % C3 +                       |
|                                  | : | 1 % N2                         |
|                                  | : | 1 % C02                        |
| 6. Gas Pressure at Station Inlet | : | 15 psig (So Cal Gas to verify) |
| 7. Ambient Air Temp              | : | 20-120°F                       |

### B. Electric Service

1. Electrical power supplied to the compressor and dryer systems shall be 480 VAC, 3-phase, 60 hertz from the existing 2000 amp, 277/480 VAC, 3-phase main stitch.
2. Electrical power supplied to the time-fill control panel will be provided from the compressor control panel.
3. Electrical power supplied to other systems as required will be 120 VAC, single-phase, 60 hertz and supplied from the compressor control panel. Provider must ensure that adequately sized control transformers, UPS and any required surge suppression equipment are provided.

### C. Design Conditions

#### 1. Compressor System:

- |                                       |   |           |
|---------------------------------------|---|-----------|
| a. Compressor Suction Gas Temperature | : | 70°F max. |
|---------------------------------------|---|-----------|

- b. Discharge Pressure from Compressor : 4500 psig
  - c. Design Flow Rate : 75 scfm
  - d. Inlet Gas Pressure : 13 psig
- 2. Dryer: Total =  $3 \times 75 = 225$  scfm Minimum
  - a. Inlet Gas Moisture Content : 7 lb./MMBTU (max)
  - b. Outlet Gas Moisture Content : 0.25 lb./MMBTU or less
  - c. Inlet Gas Pressure : 15 psig
- 3. Dispense rate: 1200 CFM maximum for each time-fill hose.
- 4. Gas Quality:  
CNG dispensed into vehicles shall meet the moisture content requirements as specified by SAE J1616 recommended practice.

## **PART 2 - PRODUCTS:**

### **2.1 NATURAL GAS DRYER**

A. Acceptable Manufacturers:

ANGI Energy, PSB, Xebec, or equal

- B. The natural gas dryer shall be a skid mounted, single tower, AutoDew equipped system. The dryer shall be sized for the quoted capacity with the gas analysis and process conditions specified in Article 1.5, Paragraphs A and C. The dryer shall be designed to meet the inlet pressure from the utility's gas meter with no more than a 2 psig pressure drop at the dryer outlet.
- C. Molecular Sieve
1. The dryer adsorbent shall be molecular sieve 3A, with a minimum life of 5 years. The tower shall be loaded with desiccant.
  2. The molecular sieve shall minimize adsorption or desorption of odorants, CO<sub>2</sub>, H<sub>2</sub>S, and other components or trace elements from natural gas.
- D. The dryer shall be provided with a self-diagnostic system. In the event of high dew-point and/or a malfunction, a signal shall be sent to the station control system described in Paragraph 2.5C.
- E. Refer to Articles 2.5 and 2.6 for additional requirements for instrumentation/controls and piping/tubing, respectively.

### **2.2 SKID PACKAGE:**

- A. The fueling system shall be designed for continuous operation and shall meet vehicle fueling needs upon user demand 24 hours per day. The operation of the fueling system shall be automatic (shall start-up and stop automatically) with provisions for manual operation and manual intervention. In the event of an alarm or emergency shutdown, on-site manual intervention shall be required to reset the compressor.
- B. The noise level shall not exceed 75 dBA ten feet from the exterior of the compressor enclosure in any direction. No octave band shall exceed the average of its neighbors by more than 5 dBA.
- C. All materials shall be non-combustible or fire-rated.
- D. Sufficient access shall be provided to perform major work on the compressor, including the removal of the electric motor, and other components. All electric panels shall have the necessary clearances in front of openings as required by the electrical code.
- E. The skid assembly shall comply with design requirements of appropriate sections of ISO 13631 and seismic requirements. Equipment skid shall be of welded steel construction and shall have lifting lugs. The skid shall accommodate grouting and anchoring to a concrete foundation using an epoxy-filled, drilled anchor bolt system.
- F. The skid assembly shall have a vibration switch installed to shut down compressor operation in the event of excessive vibration resulting from earthquakes, etc.
- F. All gas containing components shall be protected by pressure relief-valves set at or below each component's maximum allowable working pressure.
- G. The skid assembly shall be designed to shed water away from the structure.

## 2.3 PACKAGED COMPRESSION UNIT

### A. Natural Gas Compressor System

1. Acceptable Packagers/Manufacturers:  
  
ANGI Energy (NG50E) or Equal.
2. The compressor system shall be sized to handle the quoted capacity with the gas analysis and process conditions specified in Article 1.5, Paragraphs A and C, and shall be designed to meet the inlet pressure from the natural gas dryer.
3. The system shall be a self-contained, electric-driven package, consisting of an electric motor driven compressor, controls, auxiliary systems, and safety devices. The compressor shall be designed to compress natural gas.
4. Compressor shall have a documented history over the most recent five years supporting its successful application in vehicular CNG service. Proposer must provide at least five references in the USA within the last three years for the model of compressor specified. The compressor shall be of the multi-stage, reciprocating, air-cooled design. The compressor cylinders shall be splash lubricated with a pressure-lubricated crankcase.
5. Each compressor shall be equipped with the following:
  - a. Belt type compressor drive.
  - b. Inter-stage gas coolers, gauges, separators, and relief-valves.
  - c. Gas coolers suitable for service in ambient temperatures of between 20 degrees F and 120 degrees F, and designed to deliver gas at a maximum temperature of ambient plus 15 degrees F.
  - d. The compressor shall be gas tight both while running and shutdown.
  - e. Piston rings shall have a guaranteed minimum life of 3,000 hours. The Supplier shall provide manufacturer's written guarantee of compliance with ring life.
  - f. The compressor shall have a guaranteed maximum oil carryover of no more than 0.5 lbs./MMBTU of natural gas. The Supplier shall submit the manufacturer's written guarantee of compliance with oil carryover.
  - g. The guards for drive belts and hot surfaces that provide protection in conformance with CAL/OSHA and other safety regulations.
  - h. The compressor shall include an inlet line assembly, including a particulate filter, check valve, solenoid valve, isolation valve, flexible hose, and relief valve.
  - i. An automatic condensate drain system including blow-down valves, check valves, ASME rated blow-down (recovery) tank, blow-down tank relief-valve, and blow-down tank drain piped to the edge of the skid and the pipe shall have a valve installed at the end. A high-pressure shutdown switch shall be installed to shutdown the compressor and annunciate a fault when the blow-down (recovery) tank pressure reaches 90% of the tank relief valve setting.
  - j. A discharge line assembly including two (2) Parker Finite J2 or approved equal coalescing filters (one equipped with a pre-coalescing filter element), relief valve, check valve, and isolation valve.
  - k. Particle and coalescing filters shall be equipped with differential pressure gauges.
  - l. All tubing from ¼" – 1½" shall utilize SSP, Swagelok, or equal with double ferrule fittings.

6. Electric Motor

- a. The electric motor shall be a constant speed inductive motor with a minimum service factor of 1.15.
- b. The electric motor shall be rated for continuous duty at the rated horsepower required by the compressor at full cfm output without using the service factor rating.
- c. The motor shall be 480 VAC, 3-phase, 3-wire, and labeled by the manufacturer for use in at least Class 1 Division 2 Group D locations.
- d. The motor shall be of the highest efficiency available.
- e. Motor starter shall be in the electrical control panel located in the non-hazardous area.

7. Electrical Control Panel

- a. The electrical control panel shall be located in a non-hazardous area and shall include the following:
  - 1. A NEMA type 4 enclosure (watertight and dust-tight).
  - 2. A flange mounted lockable main breaker sized to adequately handle compressor horsepower.
  - 3. Over-current protection on all circuits.
  - 4. Minimum short circuit rating of 50,000 amps RMS (Interrupting Rating) symmetric for all electric panels (bus bar, circuit breaker, etc.).
  - 5. An hour meter.
  - 6. A programmable logic controller (PLC) to perform all station, compressor control, and monitor functions, set points for operating parameters shall not require re-entry in the event of a power outage.
  - 7. All alarm outputs from the PLC shall be clearly labeled and displayed on the exterior of the panel.
  - 8. Compressor on/off switch.
  - 9. Exterior indicating lights shall include "Power On" and "Compressor Running" status display.
  - 10. An emergency shutdown button and password reset accessible from the exterior of the panel.
  - 11. Provision for 480 VAC, 3 phase, 60 hertz electrical supply.
  - 12. Transformer(s) for control circuit power, inputs, and outputs.
  - 13. All 120 VAC electrical wiring shall be terminated at a single, clearly labeled terminal strip ready for field termination.
  - 14. Modem for transmitting transaction, system operating, and status data.
  - 16. Additional termination points for remote emergency shutdown pushbutton stations.



- b. The control system shall shutdown the compressor upon the following conditions:

- 1. High/low suction pressure.
- 2. High gas discharge pressure.
- 3. High gas discharge temperature.
- 4. Low oil level.
- 5. High/low oil temperature.
- 6. High compressor vibration
- 7. High pressure in blow-down (recovery) tank
- 8. Excessive motor starts.

B. Gas Recovery System

- 1. The gas recovery system shall recover any gas that is vented during normal compressor operation and shutdown. Upon compressor shutdown, gas within the compressor system shall be routed to the recovery system to allow unloaded compressor starting.
- 2. The gas recovery vessel shall be ASME rated and have the necessary capacity and pressure rating to accumulate the blow-down gas without relieving gas to the atmosphere, or to the station inlet line. The recovery vessel shall have a relief valve. Equipment supplier shall provide relief valve sizing calculations to OWNER'S representative for review and acceptance prior to relief valve purchase.

C. Filters

- 1. Acceptable Manufacturers:  
  
Finite, or equal
- 2. The compressor shall be equipped with a suction particulate filter, inter-stage, and discharge coalescing filters. The filters shall capture solid particles and aerosols greater than 0.6 microns and 0.2 microns, respectively. Suction and discharge coalescing filters shall be equipped with differential pressure gauges.
- 3. Two Parker Finite J2 or approved equal coalescing filters shall be installed in series, and located as far as possible downstream of the final stage after-cooler but before the first time-fill post.

D. Enclosure

- 1. A totally enclosed weatherproof and sound attenuating enclosure shall be provided for the compressor skid. All materials shall be non-combustible or fire-rated. The enclosure shall be of welded steel construction. The enclosure shall be designed to limit equipment noise levels to a maximum of 75 dBA at ten (10) feet outside the enclosure in all directions.
- 2. An IR gas detection system shall be provided in the enclosure. Alarms shall be activated at 20% LEL, and a complete system shutdown initiated at 50% LEL. A fan shall be provided suitable for use in Class 1, Division 2, Group D areas. Acceptable gas detection manufacturers are:

Bacharach, Scott Instruments, Detronics or equal

3. 150W minimum light fixtures suitable for Class 1, Division 2, Group D locations, sufficient to provide lighting in all interior areas of the enclosure for maintenance and inspection, shall be provided, complete with explosion proof wall mounted manual switch.
  4. Exterior surface shall be weatherproof and coated with the manufacturer's recommended coating system.
  5. An emergency shutdown pushbutton shall be provided on the exterior of compressor control panel. The pushbutton shall be suitable for non-hazardous locations and shall be clearly labeled in accordance with NFPA 52 and the California Fire Code.
- E. Additional Requirements
1. Refer to Articles 2.5 and 2.6 for additional requirements for instrumentation and controls, and piping and tubing respectively.

## 2.4 TIME-FILL POSTS

### A. Acceptable Manufacturers:

ANGI Energy Systems, Kraus Global, or equal.

### B. General

1. Each time-fill post shall have two fill hoses and each fill hose shall be of a two (2) hose design.
2. Each time-fill dispensing hose shall be designed and qualified for 5,000 psig even though the requirement for ambient temperature compensation may be slightly higher than 3,600 psig at 70<sup>o</sup> F. Time-fill posts shall meet Class 1 Division 2 Group D NFPA 70 requirements.
3. Each time-fill hose shall be capable of dispensing 1,200 scfm of natural gas at a temperature compensated fill pressure of 3,600 psig.
4. Each time-fill dispensing hose and vent hose shall be conductive to prevent buildup of static electricity. Acceptable manufacturers are Titeflex or equal. Each dispensing hose shall have an NGV-1 Type 2, 3,600 psig rated nozzle attached at the vehicle fill end. Acceptable manufacturers are OPW or equivalent. Each hose of the two hose design shall have straight pull breakaway fittings to stop the flow of gas in the event of a drive off.
5. Each dispensing vent hose shall discharge vented gas to atmosphere at the top of each time-fill post.
6. The flow of gas to a vehicle shall continue until the electronic time-fill control system signals a complete fill or is manually stopped. The shut-off fill pressure shall be electronically ambient temperature compensated at a fixed reference temperature of 70<sup>o</sup>F. The system shall allow unrestricted CNG flow until the shutoff pressure is reached.
7. Each dispenser shall be designed and qualified for 5000 psig, even though the delivery pressures will be 3000 psig and 3600 psig.

8. The flow of gas to the vehicle shall continue until the electronic control system signals a complete fill or is manually stopped. The shut-off fill pressure shall be electronically ambient and heat of compression temperature-compensated at a fixed reference temperature of 70°F. The system shall allow unrestricted CNG flow until the shutoff pressure is reached. CNG flow shall not be throttled as the shut-off pressure is approached.

C. Time-fill System Inlet Filters

1. Two inline coalescing gas filters shall be connected above ground to the pipe or stainless steel tube at the inlet to the time-fill system. The two coalescing filters shall capture aerosol and solid particles greater than 0.6 microns and 0.2 microns, respectively. Each filter shall have a design pressure not less than 5000 psig. Filter element replacement shall be performed without removing the connection piping or tubing. Filters shall be Parker Finite J2 or approved equal with a block and bleed drain system installed on each filter housing. Filter housings shall be installed with double ferrule fittings.

## 2.5 STATION CONTROL SYSTEM

A. General

1. A programmable logic controller shall be provided to control entire station operation, including but not limited to, dryer, compressor, time-fill valve panel, electronic ambient temperature compensation, and emergency shutdown system. A liquid crystal display (LCD) type digital display shall be provided to indicate the cause and condition of each shutdown and to annunciate the status of shutdowns. All set points shall be modifiable at a local input-output display panel. Provide 20% spare input and output points.

B. Time-fill Control

1. The time-fill control will allow use only during hours selected by the OWNER. Time-fill fueling will be directly from the compressor(s).

C. Local Monitor System

1. A local monitoring system shall be incorporated in the remote mounted control panel with indicator lights and status readout screen.

D. Emergency Shutdown System

1. An emergency shutdown (ESD) system shall be provided. When the ESD system is activated the following sequencing shall occur:
  - a. Power supply and gas supply to the compressor and gas supply to the time-fill posts are shut off. One high-pressure SSP, Swagelok, or approved equal, stainless steel 5000 psig rated ball valve controlling the flow of gas from the time-fill valve panel to the time-fill posts shall close. The Supplier shall supply and factory-install this valve in the time-fill valve panel along with the ambient temperature compensation system. A ½" SSP, Swagelok, or approved equal, stainless steel 5000 psig rated ball valve shall be installed on the outside of each compressor

enclosure. Minimum tube size for lines between the time-fill valve panels and time-fill posts shall be ½”.

- b. Visual warning devices are activated.

2. The ESD system shall be activated by:
  - a. CNG station shutdown pushbuttons at various locations.
  - b. Loss of station electrical power
3. The ESD system shall not allow the station to resume operation without a manual reset and the cause(s) of activation returned to normal.

## **2.6 INSTRUMENTATION AND CONTROLS**

- A. All pressure gauges shall conform to the following requirements:
  1. All gauges shall read at least 1.2 times the system design pressure (NFPA 52).
  2. Accuracy, including hysteresis, shall be within 0.5% of full scale or better.
  3. Rear blowout protection shall be provided.
  4. All gauges shall be waterproof and oil-filled.
  5. The dial shall have a minimum diameter of 2.5 inches.
- B. All temperature gauges shall conform to the following requirements:
  1. Accuracy shall be within 1% of the full scale or better.
  2. The dial shall have a minimum diameter of 2.5 inches.
- C. All instrument components interfacing with natural gas shall be made of material compatible with odorized natural gas. No copper metal or alloys containing more than 70% copper shall be used in natural gas service.
- D. All gauges and manually operated valves shall be located no higher than five (5) feet above grade.

## **2.7 PIPING/TUBING**

- A. Piping and tubing systems shall be rated for the maximum pressure and temperature to which they will be subjected under normal operating conditions and be properly supported and protected to prevent damage from vibration during shipment, operation, and maintenance. Piping and tubing systems shall be installed in a neat and orderly arrangement, adapting to the contours of the skid package. Piping and tubing systems shall not obstruct access openings. Where practical, piping and tubing shall be installed beneath the skid deck. Supports shall not be welded directly to piping or tubing. All piping shall be covered and placed in pipe sleeves, troughs, or trenches.
- B. Piping design, inspection, and testing shall be in accordance with ANSI/ASME B31.3. Piping shall be seamless, minimum schedule 40 (standard weight), and conforming to ASTM A53 or A106, Grade B. Cast iron or semi-steel piping shall not be used. Testing shall be pneumatic.
- C. Threaded gas pipe connections may be used on 1-1/2 inch nominal pipe size and smaller for piping systems with a maximum operating pressure no greater than 150 psig. Otherwise, such piping shall be stainless steel tubing supplied by SSP, Swagelok

or approved equal. Piping larger than 1-1/2 inch nominal pipe size shall be butt-welded. All welded pipe shall be subject to a 10% RT with ASME B31.3 acceptance criteria.

- D. Tubing and tube fittings shall be stainless steel. All tubing and tube fittings shall be rated for at least 6000 psig working pressure. All tube fittings used throughout the station system (compressor skids, time-fill posts, and inter-skid connections) shall be supplied by SSP, Swagelok and be 316 stainless steel or approved equal. Different mixed brands of tubing and fittings shall not be used with equipment. Supplier may use stainless steel pipe and socket-welded stainless steel fittings in lieu of stainless steel tubing and compression type fittings except where disassembly is required for maintenance.
- E. Stainless steel tubing shall be seamless and bright annealed, ASTM SA-269, type 316. The maximum hardness of the stainless steel tubing shall be no more than Rockwell hardness of 80. Where the following nominal OD tubing is used, the corresponding minimum wall thickness shall be:

Nominal OD	Minimum Wall Thickness
1 /4"	0.049"
3/8"	0.065"
1/2"	0.070" (Coil Spool)
1/2"	0.083" (Strait Stick)
3/4"	0.103" (Coil Spool)
3/4"	0.109" (Strait Stick)

- F. Piping shall be prepared and painted in accordance with manufacturer's standards.
- G. Personnel installing tubing and tube fittings shall be trained and certified by the tube-fitting manufacturer. All tubing shall be installed neatly and in a workmanlike manner. All tubing shall be properly anchored, supported, and pitched. All tubing shall run true to the vertical and horizontal axes of the skid. All valves shall be accessible for easy operation and maintenance. Teflon paste and Teflon tape impregnated with nickel shall be used to seal tube fitting tapered thread connections.
- H. All drain lines shall be brought to skid edge and allow draining into a container placed on the ground next to the skid.

## PART 3 – EXECUTION

### 3.1 TESTING, STARTUP, AND COMMISSIONING

- A. Prior to shipment, the natural gas dryer and each compressor shall be operated for a minimum of four (4) continuous hours and functionally tested. The test shall include, but not be limited to, operation of the natural gas dryer, each compressor, all control, safety shutdown and alarming systems, etc.
- B. Delivery
  - 1. The Supplier shall ship the completed CNG fueling system to the following location:

Bonita Unified School District

C. Testing

1. Run test complete fueling station for proper operation. This includes calibrating all instrumentation and time-fill posts.
2. Test the ESD system.
3. Test compressor control panel and shutdowns.
4. Test dryer system.
5. Test time-fill dispensing system.
6. All installed piping and tubing systems and sections shall be tested by maintaining a nitrogen charge of 110% of their respective working pressures. Testing duration shall be 30 minutes with the charge source disconnected and shall use a gauge that has a maximum scaled reading of between 100% and 200% of test pressure.

**3.2 EQUIPMENT RECORD DRAWINGS**

- A. The Supplier shall update the certified shop drawings to reflect any OWNER-approved field modifications subsequent to delivery from the factory. The latest revision of the shop drawings shall be incorporated into the station operating and maintenance manuals.

**3.3 OPERATING AND MAINTENANCE MANUALS**

- A. All product data and related information appropriate for maintenance and operation of all products and systems provided under this proposal shall be compiled into an integrated operating and maintenance manual. The manual shall include written test reports documenting performance and operational data. This manual shall also include copies of all U1-A forms, X-ray reports, pressure test reports, mill test certificates for all pipe and tubing.

**3.4 OPERATION AND MAINTENANCE TRAINING**

- A. At least 30 days prior to scheduled commissioning, the equipment Supplier shall conduct a minimum 8 hours of on site operation and maintenance training for up to 5 selected OWNWR'S employees. Employees shall receive a formal training manual
- B. The training shall include the operation and maintenance procedures to be followed for the equipment provided by Supplier to include but not be limited to the following:
1. Manual and automatic operation of the natural gas dryer, each compressor, electrical switch gear and control panel, all shutdowns, indicator lights, alarms, and all resets as required.
  2. Daily operational requirements.
  3. Emergency shutdown system.
  4. Preventative maintenance items.
  5. OSHA approved time-fill dispenser refueling training for operators and drivers.
- C. Supplier shall furnish instructors, instructional manuals and all audio-visual aids and equipment.
- D. The OWNER shall furnish the physical facilities in which to conduct the training.

### **3.5 EMERGENCY RESPONSE TRAINING**

- A. Supplier shall conduct emergency response training to San Dimas Fire Department.
- B. Training shall include but not limited to:
  - 1. High-pressure discharge CNG venting of facility equipment
  - 2. High-pressure discharge CNG venting during vehicle fueling
  - 3. Other high-pressure discharge CNG venting events

### **3.6 MAINTENANCE SERVICE**

- A. Supplier shall supply a three-year maintenance service to include the one-year warranty period.
- B. The three-year maintenance service shall include all labor, consumables, repair, rebuild and replacement costs (exclusive of those items covered by the one-year warranty). The Supplier shall provide all planned preventative maintenance and repairs of the entire CNG facility with experienced and qualified maintenance personnel with a minimum of three years experience in maintaining similar CNG equipment.
- C. The preventative maintenance performed shall include all hourly, weekly, monthly and annual service required and recommended by the manufacturer of the systems and components being provided by the Supplier.
- D. Supplier shall provide a 24-hour toll-free telephone number for emergency equipment repairs.
- E. Supplier shall provide a maximum 4-hour response time on all emergency related repairs.

### **3.7 WARRANTY SERVICE**

- A. Supplier shall provide a one-year warranty covering parts except for compressor piston rings. Piston rings shall be guaranteed for a minimum life of 3,000 hours. Supplier shall replace piston rings at no charge if rings need replacement prior to 3,000 hours. Supplier shall guarantee a four-hour maximum on-site response time for any warranty service calls.

END OF SECTION