

ARCHITECTS CLIENT FOCUSED. PASSION DRIVEN.

April 17, 2017

TO: All Bidders

FROM : George M. Wiens

Bid No. 04042017 (formerly Bid No. 03292017)

PROJECT: Thompson Parking Lot/Bus Drop-Off

Murrieta Valley Unified School District

1522500.41

SUBJECT: Addendum 3

The following changes, omissions, and/or additions to the Project Manual and/or Drawings shall apply to proposals made for and to the execution of the various parts of the work affected thereby, and all other conditions shall remain the same.

Careful note of the Addendum shall be taken by all parties of interest so that the proper allowances may be made in strict accordance with the Addendum, and that all trades shall be fully advised in the performance of the work which will be required of them.

Bidder shall acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

In case of conflict between Drawings, Project Manual, and this Addendum, this Addendum shall govern.

3. PROJECT MANUAL

3.1 NOTICE INVITING BIDS

A. The previous bids for the date of March 29, 2017 have been rejected. The project will be bid as Bid No. 04042017 with bids to be received prior to 2:00 p.m. on May 4, 2017.

3.2 ADDENDA

A. Addenda 1 and 2 issued in the previous bid are also a part of the bid documents.

3.3 BID DOCUMENTS

A. See the attached partial bid documents:

Notice Inviting Bids, Instructions to Bidders, Checklist of Mandatory Bid Forms, Pre-Bid Clarification Form, Designation of Subcontractors, Bid Form, Contractor's Certificate Regarding Workers' Compensation Form, Non-Collusion Declaration, Bid Guarantee Form, Bid Bond Form, and Agreement Form.

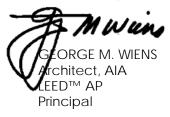
Addendum 3
Thompson Parking Lot/Bus Drop-Off
Murrieta Valley Unified School District
Bid No. 04042017 (formerly Bid No. 03292017)
Project 1522500.41
April 17, 2017
Page 2

DRAWINGS

- 3.4 DRAWING A1.3
 - A. The improvements and layout for the new bus lane on Nighthawk Way to be per the City approved Drawings C4.1 and C4.2.
- 3.5 DRAWING C2.1
 - A. The areas of demolition to be as required for the new work indicated on the Architectural, Civil, Electrical, and Landscape drawings.
- 3.6 DRAWING C3.1

A. Replace original drawing with the attached revised drawing dated April 14, 2017. **END OF ADDENDUM 3**

Submitted by,



NO. C14546
REN. 8/31/2017

GMW:br/P41522500x3-add

Attachment: Drawing C3.1

Notice Inviting Bids, Instructions to Bidders, Checklist of Mandatory Bid Forms, Pre-Bid Clarification Form, Designation of Subcontractors, Bid Form, Contractor's Certificate Regarding Workers' Compensation Form, Non-Collusion Declaration,

Bid Guarantee Form, Bid Bond Form, and Agreement Form

PROJECT MANUAL

FOR

THOMPSON PARKING LOT/BUS DROP-OFF BID NO. 04042017

OWNER

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT 41870 MCALBY COURT MURRIETA, CA 92562-7036

ARCHITECT

WLC ARCHITECTS, INC. 8163 ROCHESTER AVENUE, SUITE 100 RANCHO CUCAMONGA, CA 91730 (909) 987-0909

> PROJECT 1522500 APRIL 2017

SHORT FORM BID DOCUMENTS FOR

THOMPSON PARKING LOT/BUS DROP-OFF

THOMPSON MIDDLE SCHOOL 24040 HAYES AVENUE MURRIETA, CA 92562

Project 1522500

DSA Application No. 04-115281

Bid No. 04042017

Murrieta Valley Unified School District 41870 McAlby Court, Murrieta, CA 92562 THIS PAGE INTENTIONALLY LEFT BLANK FOR PRINTING PURPOSES

TABLE OF CONTENTS

		<u>Page</u>
NOTICE INV	VITING BIDS	1
INSTRUCTIO	ONS TO BIDDERS	3
DESIGNATI	ON OF SUBCONTRACTORS	11
DESIGNATI	ON OF SUBCONTRACTORS FORM	12
BID FORM		13
	OR'S CERTIFICATE REGARDING WORKERS' COMPENSATION	18
NON-COLLU	JSION DECLARATION	19
BID GUARA	NTEE FORM	20
BID BOND F	FORM	21
AGREEMEN	T FORM	24
PAYMENT I	3OND	27
PERFORMA	NCE BOND	30
GUARANTE	E	34
ESCROW AC	GREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION	35
CONTRACT	OR CERTIFICATION REGARDING BACKGROUND CHECKS	38
ARTICLE 1	DEFINITIONS	40
1.1	BASIC DEFINITIONS	
1.2 1.3	EXECUTION, CORRELATION AND INTENTOWNERSHIP AND USE OF ARCHITECT'S DRAWINGS,	45
1 /	SPECIFICATIONS AND OTHER DOCUMENTS	
1.4	INFORMATION AND SERVICES REQUIRED OF THE OWNER	
ARTICLE 2	OWNER	
2.1 2.2	[Reserved] OWNER'S RIGHT TO CARRY OUT THE WORK DUE TO PARTIAL DEFAULT IN A SPECIFIC SEGREGATED AREA OF WORK (TWO (2) BUSINESS DAY NOTICE TO CURE AND CORRECT)	

ARTICLE 3	THE CONTRACTOR	51
3.1	SUPERVISION AND CONSTRUCTION PROCEDURES	51
3.2	SUPERVISION	52
3.3	LABOR AND MATERIALS	53
3.4	WARRANTY	56
3.5	TAXES	56
3.6	PERMITS, FEES AND NOTICES	56
3.7	SUBMITTALS REQUIRED AT THE COMMENCEMENT OF THE	
	PROJECT	57
3.8	DOCUMENTS, SAMPLES, AND COMPUTER AT THE SITE	57
3.9	SUBMITTALS INCLUDING SHOP DRAWINGS, PRODUCT DATA,	
	AND SAMPLES	58
3.10	SUBSTITUTIONS	
3.11	INTEGRATION OF WORK	62
3.12	CLEANING UP	
3.13	ACCESS TO WORK	64
3.14	ROYALTIES AND PATENTS	64
3.15	[Reserved]	
3.16	[Reserved]	
3.17	AS-BUILT DRAWINGS AND ANNOTATED SPECIFICATIONS	
3.18	EQUIPMENT MANUALS	65
ARTICLE 4	ADMINISTRATION OF THE CONTRACT AND CLAIMS	67
4.1	ARCHITECT	67
4.2	ARCHITECT'S ADMINISTRATION OF THE CONTRACT	
4.3	PROJECT INSPECTOR	
4.4	STOP WORK ORDER	
4.5	RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY	
	THE OWNER FOR PROFESSIONAL SERVICES	70
4.6	DISPUTES AND CLAIMS	
	GVID GOVIED A GEORG	
ARTICLE 5	SUBCONTRACTORS	76
5.1	DEFINITIONS	76
ARTICLE 6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS	77
6.1	OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD	
	SEPARATE CONTRACTS	77
6.2	[Reserved]	77
6.3	OWNER'S RIGHT TO CLEAN UP	77
ARTICLE 7	CHANGES IN THE WORK	78
7.1	CHANGES	78
7.1	CHANGE ORDERS ("CO")	
7.3	CONSTRUCTION CHANGE DOCUMENT (CCD Category A, and CCD	/ 0
1.5	Category B) and IMMEDIATE CHANGE DIRECTIVE (ICD)	79

7.4	REQUEST FOR INFORMATION ("RFI")	80
7.5	REQUEST FOR PROPOSAL ("RFP")	81
7.6	CHANGE ORDER REQUEST ("COR")	
7.7	COST OF CHANGE ORDERS	
ARTICLE 8	TIME AND SCHEDULE	87
8.1	DEFINITIONS	87
8.2	HOURS OF WORK	
8.3	PROGRESS AND COMPLETION	
8.4	EXTENSIONS OF TIME - LIQUIDATED DAMAGES	
ARTICLE 9	PAYMENTS AND COMPLETION	91
9.1	CONTRACT SUM	91
9.2	COST BREAKDOWN	91
9.3	PROGRESS PAYMENTS	91
9.4	APPLICATIONS FOR PROGRESS PAYMENTS	92
9.5	STOP NOTICE CLAIMS AND WARRANTY OF TITLE	94
9.6	DECISIONS TO WITHHOLD PAYMENT	94
9.7	NONCONFORMING WORK	96
9.8	[Reserved]	
9.9	COMPLETION OF THE WORK	
9.10	PARTIAL OCCUPANCY OR USE	100
9.11	COMPLETION AND FINAL PAYMENT	100
9.12	SUBSTITUTION OF SECURITIES	103
ARTICLE 10	PROTECTION OF PERSONS AND PROPERTY	104
10.1	SAFETY PRECAUTIONS AND PROGRAMS	104
10.2	SAFETY OF PERSONS AND PROPERTY	
10.3	EMERGENCIES.	108
10.4	HAZARDOUS MATERIALS	108
ARTICLE 11	INSURANCE AND BONDS	110
11.1	CONTRACTOR'S LIABILITY INSURANCE	110
11.2	WORKERS' COMPENSATION INSURANCE	112
11.3	BUILDER'S RISK/ "ALL RISK" INSURANCE	112
11.4	FIRE INSURANCE	113
11.5	AUTOMOBILE LIABILITY	113
11.6	OTHER INSURANCE	113
11.7	PROOF OF INSURANCE	113
11.8	COMPLIANCE	
11.9	WAIVER OF SUBROGATION	
11.10	PERFORMANCE AND PAYMENT BONDS	
ARTICLE 12	UNCOVERING AND CORRECTION OF WORK	116
12.1	COMPLIANCE WITH TITLE 24 INSTALLATION REQUIREMENTS	116

12.2	SPECIAL NOTICE OF AMERICAN'S WITH DISABILITIES ACT	116
12.3	UNCOVERING OF WORK	116
12.4	CORRECTION OF WORK	117
ARTICLE 13	MISCELLANEOUS PROVISIONS	118
13.1	GOVERNING LAW	118
13.2	SUCCESSORS AND ASSIGNS	118
13.3	WRITTEN NOTICE	118
13.4	RIGHTS AND REMEDIES	118
13.5	TESTS AND INSPECTIONS	118
13.6	TRENCH EXCAVATION	119
13.7	WAGE RATES, TRAVEL, AND SUBSISTENCE	120
13.8	RECORDS OF WAGES PAID	121
13.9	APPRENTICES	123
13.10	ASSIGNMENT OF ANTITRUST CLAIMS	124
13.11	STATE AND OWNER CONDUCTED AUDITS	125
13.12	STORM WATER POLLUTION PREVENTION	126
ARTICLE 14	TERMINATION OR SUSPENSION OF THE CONTRACT	130
14.1	TERMINATION BY THE CONTRACTOR FOR CAUSE	130
14.2	TERMINATION BY THE OWNER FOR CAUSE	
14.3	TERMINATION OF CONTRACT BY OWNER (CONTRACTOR NOT	
	AT FAULT)	
14.4	REMEDIES OTHER THAN TERMINATION	
REQUEST FO	OR SUBSTITUTION AT TIME OF BID	134
TEQUESTION		

NOTICE INVITING BIDS

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

NOTICE IS HEREBY GIVEN that the Murrieta Valley Unified School District, acting by and through its Governing Board, hereinafter referred to as "District", will receive prior to **2:00 PM on May 4, 2017** sealed bids for the award of a Contract for the following:

BID NO. 04042017 MVUSD Thompson Parking Lot/Bus Drop-off All bids shall be made and presented only on the forms presented by the District. Bids shall be received in the District Office at *41870 McAlby Court Murrieta*, California *92562* and shall be opened and publicly read aloud at the above stated time and place. Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened.

If you would like to schedule a job walk of the site please contact Lori Noorigian, (951) 696-1600 ext. 1080.

Companies interested in bidding should request the appropriate bid documents, Specs and Plans from ARC Document Solutions, 41521 Date Street Suite 101, Murrieta, CA 92562, Phone (951) 445-4480. Bid sets will be issued by ARC upon receipt of a \$75.00 refundable deposit for each bid set, in the form of a check or cashier check, payable to MURRIETA VALLEY UNIFIED SCHOOL DISTRICT. Deposits will be refunded upon the return of said documents to ARC, in good condition (unmarked, in correct order and in their original binding), within ten (10) working days after opening of bids.

Each bidder 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 bidder must possess a valid and active A or B License 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 bidder's proposal

Subcontractors shall be licensed pursuant to California law for the trades necessary to perform the Work called for in the Contract Documents.

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

In accordance with California Public Contract Code Section 22300, the Owner will permit the substitution of securities for any moneys withheld by the Owner to ensure performance under the Contract.

Prevailing wages are applicable to the Project. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code Sections 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.

Separate payment and performance bonds, each in an amount equal to 100% of the total Contract amount issued by a California admitted surety as defined in California Code of Civil Procedure Section 995.120, are required, and shall be provided to the Owner prior to execution of the Contract and shall be in the form set forth in the Contract Documents.

Where applicable (including projects receiving funding under the State School Facilities Program), bidders must meet the requirements set forth in Public Contract Code Section 10115 et seq., Military and Veterans Code Section 999 et seq. and California Code of Regulations, Title 2, Section 1896.60 et seq. regarding Disabled Veteran Business Enterprise ("DVBE") Programs.

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

Murrieta Valley Unified School DISTRICT

INSTRUCTIONS TO BIDDERS

- 1. Preparation of Bid Form and Bidding Procedures. Proposals under these specifications shall be submitted on the blank forms furnished herewith including, but not limited to, the forms in the Special Conditions, at the time and place stated in the Notice Calling for Bids. Each bidder shall review and comply with all bidding instructions and requirements set forth in the Special Conditions. All blanks in the Bid Form must be appropriately filled in, and all proposed prices must be stated clearly and legibly in both words and numerals. All bids must be signed by the bidder in permanent ink and submitted in sealed envelopes, bearing on the outside, the bidder's name, address, telephone number, and California Contractor's License number, and the name of the Project for which the bid is submitted. The Owner reserves the right to reject any bid if all of the above information is not furnished. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.
- 2. <u>Bid Security</u>. Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the Owner; (3) a certified check made payable to the Owner; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the Owner, in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than **ten percent** (10%) of the maximum amount of such bidder's bid as a guarantee that the bidder will enter into the Contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event that a bidder is awarded the Contract and such bidder fails to enter into said Contract or provide the surety bond or bonds within five (5) calendar days after award of the Contract to bidder, said security will be forfeited.
- 3. <u>Signature</u>. The bid form, all bonds, all designations of subcontractors, the Contractor's Certificate, the Agreement, and all Guarantees must be signed in permanent ink in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

If bidder 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 Owner. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If bidder 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 bid 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 Owner, in which case the general partner may sign.

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

Bids submitted by individuals must be signed by the bidder unless an up to date power- of-attorney is on file in the Owner 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. <u>Modifications</u>. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the Owner's rejection of the bid as not being responsive to the Notice Inviting Bids. **No oral or telephonic modification of any bid submitted will be considered**.
- 5. <u>Erasures, Inconsistent or Illegible Bids</u>. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the Owner determines that any bid is unintelligible, inconsistent, or ambiguous, the Owner may reject such bid as not being responsive to the Notice Inviting Bids.
- 6. Examination of Site and Contract Documents. Each bidder 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. Bidders shall thoroughly examine and be familiar with the drawings, specifications and all others documents and requirements that are attached to and/or contained in the Project Manual. The failure or omission of any bidder to receive or examine any Contract Documents, Special Conditions, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall not relieve any bidder from obligations with respect to the bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section. Bidders shall not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.
- 7. <u>Withdrawal of Bids</u>. Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned upon demand therefor.

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

- 8. <u>Agreements and Bonds</u>. The Agreement form which the successful bidder, as CONTRACTOR, will be required to execute, and the forms and amounts of surety bonds which will be required to be furnished at the time of execution of the Agreement, are included in the bid documents and should be carefully examined by the bidder. The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond required is one. Payment and Performance bonds must be executed by an admitted surety insurer as defined in Code of Civil Procedure 995.120.
- 9. <u>Interpretation of Plans and Documents/Pre-Bid Clarification</u>. If any prospective bidder 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 Owner. The bidder 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 Owner. If discrepancies on drawings, specifications or elsewhere in the Contract Documents are not covered by addenda, bidder shall include in their bid 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: Lori Noorigian

lnoorigian@murrieta.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, and document title. Bidder is responsible for the legibility of hand written requests. Pre-bid clarification request shall be filed no later than 12:00 PM on April 25, 2017. Requests received after 12:00 PM on April 25, 2017 shall not be considered or responded to. A written response to timely pre-bid clarifications requests which materially affects the bidders price will be made by Addendum issued by the Murrieta Valley Unified School District not less than seventy-two (72) hours prior to bid opening.

- 10. <u>Bidders Interested in More Than One Bid.</u> No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one prime bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.
- 11. Award of Contract. The Contract will be awarded to the lowest responsive responsible bidder by action of the governing Board pursuant to the terms and conditions of the Contract Documents including, but not limited to, the Special Conditions. The Owner reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. In the event an award is made to bidder, and such bidder fails or refuses to execute the Contract and provide the required documents within five (5) calendar days after award of the Contract to bidder, the Owner may award the Contract to next lowest responsible and responsive bidder or release all bidders. Each bid must conform and be responsive to the Contract Documents as defined in the General Conditions.
- 12. <u>Bid Protest Procedure</u>. Any bidder may file a bid protest. The protest shall be filed in writing with the Owner's <u>Director of Purchasing</u> not less than three (3) working days after the date of the bid opening. An e-mail address shall be provided and, by filing the protest, protesting bidder 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. <u>Resolution of Bid Controversy:</u> Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate,

the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the Work. If deemed appropriate by the Owner, an informal hearing will be held. Owner will issue a written decision within fifteen (15) days of receipt of the protest, unless factors beyond the Owner's reasonable control prevent such resolution. The Decision on the Bid Protest will be copied to all parties involved in the protest.

- b. <u>Finality</u>. The decision concerning the Bid controversy will be final and not subject to any further Appeals.
- c. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.
- 13. <u>Alternates</u>. If alternate bids are called for, the Contract may be awarded at the election of the Governing Board to the lowest responsible and responsive bidder using the method and procedures outlined in the Notice Inviting Bids and as specified in the section entitled Alternate/Deductive Bid Alternates.
- 14. <u>Listing Subcontractors</u>. Each bidder shall submit with his bid, on the form furnished with the Contract Documents, a list of the names, license numbers and locations of the places of business of each subcontractor who will perform work or labor or render service to the bidder in or about the project, or a subcontractor who under subcontract to the bidder, specially fabricates and installs a portion of the work, in an amount in excess of one-half of 1 percent of the bidder's total bid as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).
- 15. Workers' Compensation. In accordance with the provisions of Labor Code Section 3700, the successful bidder as the Contractor shall secure payment of compensation to all employees. The Contractor shall sign and file with the Owner 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 Bid Package.
- 16. <u>Contractor's License</u>. To perform the work required by this notice, the Contractor must possess the Contractor's License as specified in the Notice Inviting Bids, and the Contractor must maintain the license throughout the duration of the contract. If, at the time of award of the Contract, bidder is not licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California and the Notice to Contractors calling for bids, such bid will not be considered and the Contractor will forfeit its bid security to the Owner.

17. Preference for Materials and Substitutions.

a. <u>One Product Specified</u>. Unless the Plans and Specifications state that no Substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make, trade name, or catalog number, with or without the words, "or equal," such specification shall be read as if the language "or equal" is incorporated.

- b. <u>Request for Substitution</u>. See Supplementary General Conditions.
- 18. <u>Disqualification of Bidders and Proposals</u>. 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 bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidder is interested and the bidder will forfeit their bid security to the Owner.
- 19. <u>Unbalanced or Altered Bids</u>. Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected. If, in the District's sole discretion, it determines any pricing, costs or other information submitted by a bidder may result in an unbalanced bid, the District may deem such bid non-responsive. A bid may be determined by the District to be unbalanced if the bid is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advanced payment.
- 20. <u>Employment of Apprentices</u>. 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.
- 21. <u>Non-Collusion Declaration</u>. Public Contract Code Section 7106 requires bidders to submit declaration of non-collusion with their bids. This form is included with the bid documents and must be signed and dated by the bidder under penalty of perjury.

22. 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 Sections 1770 et. seq., the Owner 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 Owner 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 $(1\frac{1}{2})$ 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 Owner, 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.
- 23. <u>No Telephone or Facsimile Availability</u>. No telephone or facsimile machine will be available to bidders on the Owner premises at any time.
- 24. <u>Obtaining Bidding Documents</u>. Bidding Documents and Specifications, may be obtained from:

ARC- American Reprographics Company at 41521 Date St. #101, Murrieta, Ca 92562. ARC can be contacted by phone at (951) 445-4480 or by fax at (951) 461-8977.

There will be a \$75 charge to purchase each set of bid documents. The charge is refundable if the documents are returned in good condition. No partial sets are available.

Bidder shall utilize a complete set of Bidding Documents in preparing a bid. The failure or omission of bidder to receive any Bidding Document, form, instrument, Addendum, or other document shall not relieve bidder from any obligations with respect to the bid and/or Contract.

25. <u>Addenda</u>. Clarification or any other notice of a change in the Bidding Documents will be issued only by the Owner office of Murrieta Valley Unified School 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 Bidding Documents. Any other purported Addenda are void and unenforceable.

Bidder is responsible for ascertaining the disposition of all Addenda issued regardless of Owner notification and to acknowledge all Addenda in the submitted sealed bid prior to the bid opening. Copies of Addendum will be made available for inspection wherever Bidding 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. Any Addendum issued by the Owner and not noted as being acknowledged by bidder as required in the Bid Form, may result in the bid being deemed non-responsive.

Checklist of Mandatory Bid Forms

(For Contractor's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)

Bid Form
Designation of Subcontractors
Non-Collusion Declaration
Bid Bond (or Bid Guarantee form if Security is other than Bid Bond)
Substitution Request Form (if Substitutions are being requested - If Substitution Request Form is not submitted then NO Substitutions will be allowed after the bids are opened)
Contractor's Certificate Regarding Workers Compensation

PRE-BID CLARIFICATION FORM (For Contractor's Use)

	Tho	mpson Parking	Lot/Bus Drop-Off		
PROJECT NAME:					
BID NUMBER:	04042017				
TO:	Lori Noorigian	EMAIL:	lnoorigian@murrieta.k12.ca.us		
DATE:		T			
FROM:	T	EMAIL:			
DOCUMENT/DIVISION NUMBER:		DRAWING NUMBER:			
NONDEK.		NOWIBER.	<u> </u>		
REQUESTED CLARIFICAT	CION:				
RESPONSE TO CLARIFICA	ATION:				

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

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.,) and any amendments thereof, each Bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Contractor's total bid, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate.

DESIGNATION OF SUBCONTRACTORS FORM

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

Proper Name of Bidder:	
Date:	
Name:	
Signature of Bidder Representative:	
Address:	
Phone:	

BID FORM

FOR

Thompson Parking Lot/Bus Drop-Off

At 24040 Hayes Avenue

Murrieta, CA 925862

Bid No. 04042017

FOR

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

CONTRACTOR NAME:					
ADDRESS:					
TELEPHONE:	()			
FAX:	()			
EMAIL					

- TO: Murrieta Valley Unified School District, acting by and through its Governing Board, herein called "Owner".
- 1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, 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 Owner, 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:

BID PACKAGE NO. 04042017

Thompson Parking Lot/Bus Drop-Off

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

2. <u>BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:</u>								
	Number	Number	Number	Number	Number	Number	Number	Number
	nowledge the i		ddenda issued p	orior to bid in the	e blanks provided	d above. Your fa	ailure to do so m	nay render you
3.	CASH A	LLOWANCES	:					
	Total cas	sh purchase price	e to include a \$2	25,000.00 cash a	llowance.			
4.	TOTAL	CASH PURCH	ASE PRICE IN	WORDS & NU	MBERS:			
						DO	LLARS	

5. <u>TIME FOR COMPLETION</u>: The Owner may give a notice to proceed within ninety (90) days of the award of the bid by the Owner. 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 bid, 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, and the requisite time to complete Punch List.

In the event that the Owner 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 Owner. 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.

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

- 6. 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)
- 7. The required List of Designated Subcontractors is attached hereto.
- 8. The required Non-Collusion Declaration is attached hereto.
- 9. The Substitution Request Form, if applicable, is attached hereto.
- 10. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the Owner a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the Owner 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 bidder, if awarded the Contract, by the start date provided in the Owner's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

The names of all persons interested in the foregoing proposal as principals are as follows:					
(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state 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 bidder or other interested person is an individual, state the first and last names in full.)					
12. <u>PROTEST PROCEDURES.</u> If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.					
13. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:					
License Number:					
License expiration date:					
Name on License:					
Class of License:					
If the bidder 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 bidder 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 Owner may declare the bidder's bid deposit or bond forfeited as damages.					
15. The bidder declares that he/she has carefully examined the location(s) of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Special Conditions, Addenda, Specifications, and all other documents contained in the Project Manual, and read the accompanying instructions to bidders, 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 Bid Form.					
I agree to receive service of notices at the e-mail address listed below.					
I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.					
Proper Name of Company					
Name of Bidder Representative					
Street Address					
City, State, and Zip					

)		
Phone Number		
)		
Fax Number		
E-Mail		
By:	Date:	
Signature of Bidder Representative		

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

All signatures must be made in permanent blue ink.

(INTENTIONALLY LEFT BLANK)

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 Owner, 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 bid.

NON-COLLUSION DECLARATION

The undersigned declares:	
I am the [Title Company], the party making the foregoing bid.	e] of [Name of
company, association, organization, or corporation bidder has not directly or indirectly induced or soli bidder has not directly or indirectly colluded, con else to put in a sham bid, or to refrain from bidding. sought by agreement, communication, or conferent other bidder, or to fix any overhead, profit, or cost All statements contained in the bid are true. The bid bid price or any breakdown thereof, or the contents to any corporation, partnership, company, associated the solution of the contents to any corporation, partnership, company, associated the solution of the contents to any corporation, partnership, company, associated the solution of the contents to any corporation, partnership, company, associated the solution of the contents to any corporation, partnership, company, associated the solution of the contents to any corporation, partnership, company, associated the solution of the contents to any corporation, partnership, company, associated the contents to any corporation, partnership, company, associated the contents to the contents to any corporation, partnership, company, associated the contents to the	or on behalf of, any undisclosed person, partnership, in The bid is genuine and not collusive or sham. The cited any other bidder to put in a false or sham bid. The spired, connived, or agreed with any bidder or anyone The bidder has not in any manner, directly or indirectly, ce with anyone to fix the bid price of the bidder or any element of the bid price, or of that of any other bidder, dder has not, directly or indirectly, submitted his or her thereof, or divulged information or data relative thereto, tion, organization, bid depository, or to any member or and has not paid, and will not pay, any person or entity
	behalf of a bidder that is a corporation, partnership, joint a partnership, or any other entity, hereby represents that atte, this declaration on behalf of the bidder.
and correct and that this declaration is	e laws of the State of California that the foregoing is true executed on [Date], at [State].
Signed:	
Typed Name:	

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 Murrieta Valley Unified School District or a certified check payable to the order of the Murrieta Valley 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 Owner, if, this proposal shall be accepted by the Owner through the Owner's Governing Board, and the undersigned fails to execute a Contract with and furnish the sureties required by the Owner within the required time; otherwise, said check is to be returned to the undersigned.					
Bidder					
Note: Use this form, in lieu of Bid Bond form, when a cashier's check or certified check is accompanying the bid					

BID BOND FORM

					(hereafter	called	e, the undersigned, (hereafter called "Principal"), and "Surety"), are hereby held and firmly bound unto the
(\$	eta Valle ors, and as	_) for the p	School D payment of	istrict (h which, w	ereafter call cell and trul	ed "O y to l	wner") in the sum of
Success		_	day	of			
							e Principal has submitted to the Owner a certain Bid, attached
hereto							a Contract in writing for the construction of
	NOW,	ΓHEREFOR	E,				
	a.	If said Bid	l is rejected	or			
	b.	five (5) ca for his fai	lendar days	after acce mance of	ptance (proj said Contra	erly c	and delivers a Contract or the attached Agreement form within completed in accordance with said Bid), and furnishes bonds for payment of all persons performing labor or furnishing
	Then th	is obligation	shall be vo	id; otherw	ise, the same	e shall	remain in force and effect.
shall in	f the Cont anyway a	ract, or the caffect its obl	call for bids ligation und	or the wo	ork to be per	forme	t no change, extension of time, alteration, or addition to the od thereunder, or the specifications accompanying the same, ereby waive notice of any such change, extension of time, s, or the work, or to the specifications.
by the 0							judgment is recovered, the Surety shall pay all costs incurred s to be fixed by the court.
	tions have		r corporate				reunto set their hands and seals, and such of them as are d these presents to be signed by their proper officers, on the
]	Зу	
		(Corpor	rate Seal)				Principal's Signature
						_	Typed or Printed Name
						_	Principal's Title
					I	Зу	
		(Corpor	rate Seal)			_	Surety's Signature
							Typed or Printed Name
							Title

(Attached Attorney in Fact Certificate)	Surety's Name		
	Surety's Address		
	Surety's Phone Number		
IMPORTANT.			
authorizing them to write surety insurance defined in California	pertificate of authority from the California Insurance Commissioner a Insurance Code Section 105, and if the work or project is financed, also appear on the Treasury Department's most current list (Circular		
THIS IS A REQUIRED FORM.			
Any claims under this bond may be addressed to:			
(Name and Address of Surety)			
(Name and Address of agent or representative for service of process in California if different from above)			
(Telephone Number of Surety and agent or representative for service of process in California).			

[End of Required Bid Documents to be Submitted with Bid]

Bid Bond Form Page 23

AGREEMENT FORM

	THIS AGREEMENT, entered into this	_ day of	, 20	in the County of	of the State
of Californ	nia, by and between the Murrieta Valley	Unified S	School District,	hereinafter called the	"Owner" or the "District",
and	, hereinafter called t	he "Contra	ector".		

WITNESSETH that the Owner 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 Thompson Parking Lot/Bus Drop-Off 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 the Architect, Engineer, Inspector, Division of the State Architect (DSA), 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 Owner may give notice to proceed within ninety (90) days of the award of the bid by the Owner. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.46) of the Work within fifty (50) calendar days from receipt of the Notice to Proceed. This shall be called Contract Time. (See Article 8.1.1). 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 is adequate for the timely and proper completion of the Project within the Contract time.

In the event that the Owner 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 Owner. 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 Owner'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 Owner within ten (10) days after receipt by the Contractor of the Owner'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 Owner, the Owner 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 the next lowest responsible bidder.

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 Owner the sum of Three Thousand Dollars (\$300.00) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the Owner may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions). This Article shall not be construed as preventing the Owner from the recovery of damages (actual or other) under the Contract Documents.

ARTICLE 4 - CONTRACT PRICE:	The Owner shall pay to the Con	tractor as full consideration for the fait	thful
performance of the Contract, subject to any additional	tions or deductions as provided	d in the Contract Documents, the sun	n of
DOLI	LARS (\$), said sum being the total ame	ount
stipulated in the Bid Contractor 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 Owner, 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 Owner 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 Owner, Architect, 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, Owner, Architect, Construction Manager, 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 Owner, Architect, Construction Manager, 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 Owner.
- (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 Owner, 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 Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner.
- (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 the 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 Owner, 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 Owner, 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 Owner, Architect, 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 Bids

Instructions to Bidders

Designation of Subcontractors

Non-Collusion Declaration

Bid Bond

Bid Form

Contractor's Certificate Regarding Worker's Compensation

Agreement Form

Payment Bond

Performance Bond

Guarantee

Escrow Agreement for Security Deposit In Lieu of Retention

Workers' Compensation/Employers Liability Endorsement

General Liability Endorsement

Automobile Liability Endorsement

General Conditions

Supplementary and Special Conditions

Specifications

All Addenda as Issued

Drawings/Plans

Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders

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 Owner and are also available from the Director of the Department of Industrial Relations.

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 Article 13.11 of the General Conditions, records of both the Owner 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 ______ 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.

Murrieta Valley Unified School District	CONTRACTOR:		
Typed or Printed Name	Typed or Printed Name		
Title	Title		
Signature	Signature		
Dated:	Type or Printed Name		
	Title (Authorized Officers or Agents)		
	Signature		
	(CORPORATE SEAL)		

