

# **INFORMAL REQUEST FOR BID 13-2526**

## **Magnolia ADA Concrete Pathway Project**

**RFP Release Date  
November 21, 2025**

**Submission Deadline  
December 17, 2025 @ 2:00pm (PST)**

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## QUICK REFERENCE GUIDE

EVENT	DATE, TIME
Informal Bid Number	13-2526
Bid Name	Magnolia ADA Concrete Pathway Project
License(s) Eligible to Bid	C-8 or A
Mandatory Site Walk	December 2, 2025, 9:00am
Deadline for Questions	December 5, 2025, 2:00pm
Deadline for Addenda	December 10, 2025, 4:00pm
Bid Due (via <b>PlanetBids</b> )	December 17, 2025, 2:00pm
Recommendation of Award to Board of Trustees	January 14, 2026

A Bidder may be disqualified from further consideration for failing to adhere to the dates and times specified above. All times referred to in this RFB are Pacific Standard Time (PST).

## BOOK 1 OF 2 – BID DOCUMENTATION

### I. NOTICE INVITING BIDDERS

NOTICE IS HEREBY GIVEN that the Carlsbad Unified School District of San Diego County, California, acting by and through its Board of Trustees, hereinafter referred to as the District, will receive bids up to, but not later than the respective dates and times indicated below for:

**Informal RFB 13-2526 – Magnolia ADA Concrete Pathway Project**  
**Bids Due: no later than Wednesday, December 17, 2025 at 2:00pm (PST)**

Submissions are to be provided **electronically** and are highly recommended to be submitted in advance of the deadline. All bids shall be made on form(s) furnished by the District and conform with and be responsive to the contract documents.

Bids must be submitted and received by the District through [PlanetBids](#) by the specified time above. Bids submitted after this time shall not be accepted. Any claim by a Contractor of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.

The prequalification process shall be done through PQBids. The prequalification process must be completed prior to submitting a proposal. The prequalification process can be completed at: <https://pqbids.com/carlsbad>

**CUPCAA Registration:** pursuant to Public Contract Code Section 20111.5, only pre-registered Contractors will be eligible to submit a bid for this project. Any bid submitted by a Contractor who is not pre-registered will not be accepted. Contractors can register via the District's website at: <https://carlsbadusd.net/purchasing-bids>

**Mandatory Site Walk:** to be held on **December 2, 2025, 9:00 am (PST)**, for the purpose of acquainting all prospective bidders with the bid documents and work site. It is imperative that all bidders attend this site walk. Failure to attend the site walk will disqualify a non-attending Contractor from bidding. Bidders and their representatives are to meet at **Magnolia Elementary School, 1905 Magnolia Avenue, Carlsbad, CA 92009**; please check in at the Administration Office.

**Project Description:** The scope of work includes furnishing all labor, materials, tools, equipment and incidentals necessary to remove the existing decomposed granite (DG) pathway and replace it with a new ADA-compliant concrete pathway at the Magnolia site at 1905 Magnolia Avenue in Carlsbad, California.

**Minimum Qualifications:** except as provided herein, a proposal submitted to the District by a Contractor who is not licensed as a Contractor pursuant to the business and professions code shall be considered non-responsive and shall be rejected by the District. Where federal funds are involved the Contractor shall be properly licensed at the time the contract is awarded. In all other cases the Contractor shall state their license number, expiration date and classification in the proposal, under penalty of perjury. The following classifications are acceptable for this contract:

**C-8 or A**

The Contractor must have had at least five (5) years of experience in services areas that are similar in nature. The District reserves the right to reject any of all proposals, to accept or to reject one or more items of a proposal, or to waive any irregularities of informalities in proposals.

Specification and Contract documents for this proposal are available for download on the Carlsbad Unified School District website: <https://carlsbadusd.net/purchasing-bids>

Alison Emery  
Clerk of the Board of Trustees  
Carlsbad Unified School District

## II. INSTRUCTIONS TO BIDDERS

Please read these instructions carefully before preparing your Bid packet for submission

### A. Availability of Contract Documents

Bids must be submitted to the District on the Bid Forms that are a part of the Bid Package for the Project. Prospective Bidders may obtain Contract Documents through [PlanetBids](#) or the District's webpage at <https://carlsbadusd.net/purchasing-bids>

### B. Examination of Contract Documents

The District has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site during the **Mandatory Site Walk at 9:00am on December 2, 2025** and the Contract Documents, including any Addenda issued during the Bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, Contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

### C. Interpretation of Contract Documents

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the District by submission of a written request for an interpretation or correction to the District. Such submission, if any, must be sent by emailing the District at [Bidding@carlsbadusd.net](mailto:Bidding@carlsbadusd.net) no later than **2:00 pm on December 5, 2025**.

Any interpretation of the Contract Documents will be made only by written addenda duly issued via [PlanetBids](#) and posted on the District's webpage at <https://carlsbadusd.net/purchasing-bids>. The District will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Bidder, and no Bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

### D. Inspection of Site: Pre-Bid Conference/Site Walk

Each prospective Bidder is responsible for fully acquainting itself with the conditions of the Project Site, as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. **A mandatory Pre-Bid Conference/Site Walk will be held at 9:00am on December 2, 2025.** Any Bid submitted by a Bidder who was either late to the Site Walk or who does not fully attend the Site Walk shall be considered a non-responsive Bid.

### E. Addenda

The District reserves the right to revise the Contract Documents prior to the Bid opening date. Revisions, if any, shall be made by written Addenda. All addenda issued by the District shall be included in the Bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the District issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of Bids, the District will extend the deadline for submission of Bids. The District may determine, in its sole discretion, whether an Addendum warrants postponement of the Bid submission date. Each prospective Bidder shall provide the District with a name, address and email address to which Addenda may be sent, as well as a telephone number by which the District can contact the Bidder.

Addenda will be posted on [PlanetBids](#) and on the District website at <https://carlsbadusd.net/purchasing-bids>. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should email [Bidding@carlsbadusd.net](mailto:Bidding@carlsbadusd.net) to verify that they have received all Addenda issued, if any, prior to the Bid opening.

#### **F. Alternate Bids**

If alternate Bid items are called for in the Contract Documents, the lowest Bid will be determined on the basis of the base Bid only. However, the District may choose to award the Contract on the basis of the base Bid alone or the base Bid and any alternate or combination of alternates. The time required for completion of the alternate Bid items has been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate Bid items. The District may elect to include one or more of the alternate Bid items, or to otherwise remove certain work from the Project scope of work. Accordingly, each Bidder must ensure that each Bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

#### **G. Completion of Bid Forms**

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute Bid forms other than clear and correct photocopies of those provided by the District will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. Deviations in the Bid form may result in the Bid being deemed non-responsive.

#### **H. Modifications of Bids**

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions, or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic, and electronic modifications will not be considered, unless the Notice to Bidders authorizes the submission of electronic Bids and modifications thereto and such modifications are made in accordance with the Notice to Bidders.

#### **I. Designation of Subcontractors**

As required pursuant to the Subletting and Subcontracting Fair Practices Act, each Bidder shall submit with its Bid a list of the names, license numbers, DIR registration numbers, if the project is a public works project in excess of \$25,000 or a maintenance project in excess of \$15,000, and locations of the places of business of each subcontractor that will perform work or labor or render service to the Bidder in or about the Project, or that, under subcontract to the Bidder, will specially fabricate and install a portion of the work, in an amount in excess of one-half of 1 percent (0.5%) of the total amount of the Bidder's Bid.

A Bidder may not list more than one subcontractor for any one portion of the work. A Bidder that fails to list a subcontractor for any portion of the work represents that it is fully qualified to and shall perform such work using its own forces. If the Bid documents require the Bidder to submit alternate Bids and the Bidder intends to use different or additional subcontractors for the alternates, the Bidder must submit a separate list of subcontractors for each such alternate. A Bidder shall submit the lists of subcontractors only on the form included in the Bid documents.

#### **J. Disabled Veteran Business Enterprises**

This Project has a participation goal for Disabled Veteran Business Enterprises ("DVBE") of at least three percent (3%) of the overall dollar amount of state funds allocated to the District pursuant to the Leroy F. Greene School Facilities Act of 1998, and expended each year by the District, in accordance with Education Code section 17076.11. Contractor will provide the anticipated DVBE participation in the Contract, and may be required to provide documentation to the District regarding efforts to achieve this goal as a condition of payment.

#### **K. Licensing Requirements**

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all Bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions

Code, the District shall consider any Bid submitted by a Contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the District shall reject the Bid. The District shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the District of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

#### **L. Public Works Contractor Registration Certification**

Please be advised that contractors wishing to bid on this public works project are required to pre-qualify with the District through the PQBids qualification software. This is necessary for all contractors, regardless of whether they hold a California Department of Industrial Relations (DIR) registration number.

#### **M. CUPCAA Informal Bidding Procedures and Registration**

The Carlsbad Unified School District has elected to become subject to the California Uniform Public Construction Cost Accounting Act (CUPCAA). The District invites all licensed Contractors to submit information to apply for inclusion on the District's list of registered Contractors to be eligible for award of District projects estimated to cost up to \$220,000.

Effective January 1, 2025, per California Public Contract Code 22032, any public works project that is estimated to be \$220,000 or less is subject to the Informal Bidding Procedures set forth by the State of California Uniform Construction Cost Accounting Commission. All trade categories are subject to Informal Bidding Procedures.

Contractors that are interested in being on the Informal Bidding Contractors List are required to have a current license and are subject to verification through the Contractors State License Board.

CUSD's CUPCAA Registration Form can be found at <https://pgbids.com/carlsbad>

Contractors Interested in being listed as an eligible Contractor on the CUSD informal Bid list must:

1. Have a current license and subject to verification through the CA Contractors State License Board.
2. Comply with SB 854. Information can be found at <https://www.dir.ca.gov/Public-Works/Contractors.html>
3. Submit Proof of insurance with the endorsement stating under project description "all operations resulting from informal and formally quoted projects."
4. Register through PlanetBids in order to submit a Bid or proposal. Registration through PlanetBids can be done by following the process at: <https://vendors.planetbids.com/portal/80752/portal-home>

#### **N. Signing of Bids**

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom. If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venture or partner shall execute the Bid.

The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

#### **O. Bid Guarantee (Bond)**

Each Bid shall be accompanied by: (a) certified check made payable to the District; (b) a cashier's check made payable to the District; or (c) a Bid Bond payable to the District executed by the Bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the Bid. Personal sureties and unregistered

surety companies will not be accepted.

The surety insurer shall be a California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The cash, check or Bid Bond shall be given as a guarantee that the Bidder shall execute the Contract if it be awarded to the Bidder, shall provide the payment, Performance Bonds, Insurance Certificates, and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the Bidder.

Failure to provide the required documents may result in forfeiture of the Bidder's Bid deposit or bond to the District and the District may award the Contract to the next lowest responsible Bidder, or may call for new Bids.

#### **P. Withdrawal of Bid**

Prior to Bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative. No Bidder may withdraw their Bid for a period of thirty (30) days after the date set for the opening of the Bids.

#### **Q. Basis of Award: Balanced Bids**

The District shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The District may reject any Bid, which, in its opinion, when compared to other Bids received or to the District's internal estimates, does not accurately reflect the cost to perform the Work. The District may reject as non-responsive any Bid, which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular Bid items.

#### **R. Disqualifications of Bidders: Interest in More than One Bid**

No Bidder shall be allowed to make, submit, or be interested in more than one Bid. However, a person, firm, corporation, or other entity that has submitted a sub proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub proposal or quoting prices to other Bidders submitting a Bid to the District. No person, firm, corporation, or other entity may submit a sub proposal to a Bidder, or quote prices of materials to a Bidder, when also submitting a prime Bid on the same Project.

#### **S. Insurance Requirements**

The successful Bidder shall procure the insurance in the form and in the amount specified in the Contract Documents. The effective and expiration dates of the Contractor's insurance policies shall correspond with the effective and expiration dates of the Contract.

#### **T. Award or Rejection of Bids**

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the District may award the Contract(s). The apparent successful Bidder(s) should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the District notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Contract and supply the District with all of the required documents and certifications. Regardless of whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run ten (10) calendar days from the date of the notification. Once the District receives all of the properly drafted and executed documents and certifications from the Bidder, the District may issue a Notice to Proceed to that Bidder.

The Board of Trustees of the Carlsbad Unified School District, however, reserves the right to reject any/or all Bids if the District determines that it would be in its best interest to cancel the solicitation, to accept or reject any one or more items of a Bid, and to waive any informality or irregularity in the Bid(s) or in the Bidding process. If a Bid fails to conform to requirements set forth in the Notice to Bidders, or any of the other Contract Documents (including, without limitation, if the District determines that the Bid is unintelligible, internally inconsistent, or ambiguous), the District may reject the Bid as not responsive to the Notice to Bidders. The District may, but is not required to, seek information from any vendor that may resolve an ambiguity in the vendor's Bid.

#### **U. Filing of Bid Protests**

Bidders may file a “protest” of a Bid with the District’s Director of Purchasing. In order for a Bidder’s protest to be considered, the protest must:

1. Be filed in writing within two (2) business days of notification of award recommendation. Failure to file a timely Bid protest shall constitute a Bidder’s waiver of his/her right to protest the award of the Contract;
2. Clearly identify the specific irregularity or accusation;
3. Clearly identify the specific District staff determination or recommendation being protested;
4. Specify, in detail, the grounds of the protest and the facts supporting the protest;
5. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected.

If the protest is considered, the District’s Director of Purchasing, or other designated District staff member, shall review the basis of the protest and all relevant information. The Director of Purchasing will provide a written decision to the protestor. The protestor may appeal the decision to the Superintendent or his/her designee, the Assistant Superintendent, Business Services.

#### **V. Workers Compensation**

Each Bidder shall submit the Contractor’s Certificate Regarding Workers’ Compensation form.

#### **W. Substitution of Security**

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. The District will retain five percent (5%) of each progress payment as provided by the Contract Documents as retention. At the request and expense of the successful Bidder, the District will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

#### **X. Prevailing Wages**

The Bidder to which the District awards a Contract for the Project, and each of that Bidder’s subcontractors of any tier, shall be required to pay not less than the general prevailing rates of per-diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract (“Prevailing Wages”). The successful Bidder must retain copies of certified payrolls for a minimum of five years from the date of completion and submit them upon request of the District or its authorized agent. A copy of the per diem rates of Prevailing Wages shall be posted at the site of the Project.

Rates are available at <http://www.dir.ca.gov/dlsr/pwd/index.htm>

#### **Y. Debarment of Contractors and Subcontractors**

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

#### **Z. Performance Bond and Payment Bond Requirements**

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to the District a Performance Bond and Payment Bond in the form supplied by the District and included in the Contract Documents. Failure to do so may, in the sole discretion of the District, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the District. The successful Bidder will be required to provide both a performance bond and a separate payment bond, each in the amount of twenty five thousand dollars (\$25,000.00), prior to the execution of the Contract. If any one

project or accumulation of projects exceeds \$25,000.00, the Contractor will be required to increase the existing Performance and Payment Bonds to one hundred percent (100%) of the project(s) total.

#### **AA. Request for Substitutions**

The successful Bidder shall comply with the substitution request provisions set forth in the Special Conditions, including any deadlines for substitution requests, which may occur prior to the Bid opening date.

#### **BB. Technology Clause**

As technology advances, it is understood that improved or enhanced products may supersede existing products in both price and performance and yet be essentially similar. The District's requests for proposals seek to address the rapid advances in technology by allowing functionally similar or identical products that may be introduced in the future, during the term of any project, to be included under the general umbrella of compatible product lines and are thus specifically included in the District's Contract document.

#### **CC. Sales and Other Applicable Taxes, Permits, Licenses, and Fees**

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

#### **DD. Execution of Contract**

The Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The District may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

#### **EE. Required Certifications**

Bidders for all projects involving state funds are required to submit the "Asbestos-Free Materials Certification." This form is included in this package and must be signed under the penalty of perjury and dated, and shall be submitted to the District. The successful Bidder shall also execute, under the penalty of perjury and dated, the "Recycled Content Certification" and the "Drug-Free Workplace Certification" included in this package.

Further, by law it is the District's responsibility to determine whether a Contractor must provide fingerprint certification. Pursuant to Education Code section 45125.2, the District considers the totality of the circumstances in order to determine if fingerprinting of employees of a Contractor working on a school site is required. Factors to be considered include the length of time the Contractor's employees are on school grounds, whether students are in proximity with the location where the Contractor's employees are working, and whether the Contractor's employees are working alone or with others. A determination regarding whether fingerprint certification is required is contained in the Special Conditions. These forms are included with the Bid package and must be signed under the penalty of perjury and dated.

#### **FF. Labor Compliance Monitoring**

In accordance with California Labor Code section 1771.4, unless exempted, all public works projects are subject to compliance monitoring and enforcement by the DIR, which includes the following requirements:

1. Each Contractor and subcontractor shall furnish electronically certified payroll records directly to the Labor Commissioner in accordance with the instructions and requirements posted by DIR on its website and other sources.
2. The District will have direct and immediate access to the certified payroll records submitted to DIR in order to monitor compliance, identify suspected violations and respond to Public Records Act requests.
3. At each job site, Contractor shall post the notice(s) required by California Labor Code section 1771.4(a) (2) and the California Code of Regulations.
4. The District may withhold Contract payments when payroll records are delinquent or inadequate, or not submitted as required by the Labor Commissioner. The amount withheld shall be limited to those payments due or estimated to be due to the Contractor or subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause

to believe may be needed to cover a back wage and penalty assessment against the Contractor or subcontractor whose payroll records are delinquent or inadequate. Further, a Contractor may be required in turn to cease all payments to a subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the subcontractor has cured the delinquency or deficiency.

5. The District shall cooperate with any investigation of suspected violations of the requirement to pay prevailing wages on all public works projects, and withhold Contract payments in accordance with any lawful order by DIR or any other agency with jurisdiction over labor compliance enforcement.
6. Contractor shall provide site access to DIR personnel upon request.
7. Contractors and subcontractors listed in the Bid or who are required to be identified or prequalified shall participate in a pre-job conference before commencement of the work. At the pre-job conference, applicable federal and state labor law requirements shall be discussed, and copies of suggested reporting forms furnished. A checklist, showing which federal and state labor law requirements were discussed, shall be kept for each conference.
8. Contractor and any subcontractors are required to review and comply with the provisions of the California Labor Code beginning with Section 1720, and the regulations of the DIR implementing those provisions as more fully discussed in the Contract documents, as they may be amended from time to time. These statutory and regulatory provisions contain specific requirements, for example, concerning the determination and payment of prevailing wages, retention, inspection, and auditing of payroll records, use of apprentices, payment of overtime compensation, securing of workers compensation insurance, Contractor registration with DIR, and various criminal penalties or fines which may be imposed for violations of the requirements of the chapter. Submission of a Bid constitutes Contractor's representation that it has thoroughly reviewed, understands, and acknowledges these requirements, and will keep up to date on all such requirements as they may be updated or amended from time to time.

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### III. SPECIAL CONDITIONS

#### A. Time of Performance

The term of this Contract shall be, from January 15, 2026 through June 30, 2026. Project timeline to take place as soon as possible after January 15, 2026, weather permitting.

#### B. Contract Price

The pricing submitted for the term of the Contract will remain fixed through December 31, 2026.

#### C. Liquidated Damages

If work under this Contract is not ready for the intended use within the specified time period, the agreed liquidated damages established in Article 42 of the General Conditions and Article 4 of the Agreement is One Thousand Dollars (\$1,000.00) per day for each calendar date completion is delayed.

#### D. Bonds

Contractor shall provide (i) a Bid bond in the amount of ten (10%) of the Contract price, (ii) a payment bond in the total amount of Bid or as specified in the Information to Bidders; and (iii) a performance bond in the amount of one hundred percent (100%) of the Contract price or as specified in the Information for Bidders.

#### E. Executed Copies

The required number of executed copies of the Agreement, the Performance Bond, and the Payment Bond for Public Works is one (1).

#### F. License Classification

The class(es) of California Contractor's license(s) required in order to Bid on and perform the Contract for this Project is: C-8 Contractors. Each Bidder shall also have no less than five (5) years' experience in the magnitude and character of the work Bid.

#### G. Fingerprinting Requirement

Pursuant to Article 13 of the General Conditions, the District has considered the totality of the circumstances concerning the Project and has determined that:

- ☐ Bidders **are** subject to the requirements of Education Code section 45125.2 and Paragraph (a) of Article 13 of the General Conditions.
- ☐ Bidders **are not** subject to the requirements of Education Code section 45125.2 and Paragraph (b) of Article 13 of the General Conditions.

#### H. Request for Substitutions

Requests to substitute any product or material or to deviate from project specifications must be submitted to Purchasing Department via PlanetBids no later than 2:00 PM on December 5, 2025. A decision will be rendered and issued to all potential Bidders in addenda by December 10, 2025.

#### I. Days/Hours of Work

Standard work hours are 7:00am-5:00pm Monday-Friday and 8:00am-4:00pm on Saturdays. Contractors who desire to work on Saturdays, Sundays, or holidays, are to notify the District Representative a minimum of 72 hours in advance so that the District's security, inspector, and/or custodian can be provided. The Contractor shall reimburse the District for the salaries of the District's security, inspector, and/or custodian for the extra time worked at the request of the Contractor. The Contractor may work on any of the above days and the District will furnish security, inspector, and/or custodian at no cost to the Contractor when it is explicitly stated in the specifications that the Contractor must perform work on the above mentioned days. The District has not determined above-mentioned days to be needed to complete the work within the specified Contract period.

#### J. District Representative (Ref. General Conditions Article 74 and 75)

If an Architect is not hired for this project, then the General Conditions Article 74 and 75 pertain to the District

Engineer or District Staff Member, in that order.

The District's Department that will oversee the project is Maintenance & Operations. The Director of Maintenance & Operations is: Erick Kroenke, telephone (760) 331-6923; the Maintenance & Grounds Services Supervisor is Brendan Thirkell, telephone (760)-331-6908.

**K. Disabled Veteran Business Enterprise (DVBE) Participation Requirement:**

Ref. General Conditions Article 73, Instructions to Bidders paragraph 10 and Documentation of Disabled Veteran Business Enterprise (DVBE) Program Participation.

**L. Submittal of Bids**

Each Contractor must submit an electronic copy (.pdf) of its Bid to [PlanetBids](#). The District will not accept physical copies of Bids.

**M. Insurance**

Contractors must comply with insurance requirements as provided in the General Conditions. Prior to the commencement of the work, the Prime 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 A- status as rated in the most recent edition of Best's Insurance Reports, such insurance as will protect the District from claims set forth below, which may arise out of a result from the Prime Contractor's operations under the Contract and for which the Contractor be legally liable, whether such operations are by the Prime 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.

The effective and expiration dates of the Contractor's insurance policies shall correspond with the effective and expiration dates of the Contract.

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For Contracts up to \$500,000 the following limits apply:	Contractor	Subcontractor
<p><b>Comprehensive General Liability Insurance</b> with a combined single limit occurrence of not less than: \$1,000,000</p> <p><b>Project Specific Aggregate</b> (for this project only) \$2,000,000 <b>OR</b></p> <p><b>Commercial General Liability and Property Damage Insurance</b> (including automobile insurance) which provides limits of not less than:</p> <ul style="list-style-type: none"> <li>a) Per occurrence (combined single limit) \$1,000,000</li> <li>b) Project Specific Aggregate (for this project only) \$2,000,000</li> <li>c) Products/Completed Operations \$1,000,000</li> <li>d) Personal &amp; Advertising Injury limit \$1,000,000</li> </ul>		
For Contracts \$500,000 - \$1Million the following limits apply:	Contractor	Subcontractor
<p><b>Comprehensive General Liability Insurance</b> with a combined single limit occurrence of not less than: \$2,000,000</p> <p><b>Project Specific Aggregate</b> (for this project only) \$3,000,000 <b>OR</b></p> <p><b>Commercial General Liability and Property Damage Insurance</b> (including automobile insurance) which provides limits of not less than:</p> <ul style="list-style-type: none"> <li>a) Per occurrence (combined single limit) \$2,000,000</li> <li>b) Project Specific Aggregate (for this project only) \$3,000,000</li> <li>c) Products/Completed Operations \$2,000,000</li> <li>d) Personal &amp; Advertising Injury limit \$2,000,000</li> </ul>		
For Contracts greater than \$1Million the following limits apply:	Contractor	Subcontractor
<p><b>Comprehensive General Liability Insurance</b> with a combined single limit occurrence of not less than: \$3,000,000</p> <p><b>Project Specific Aggregate</b> (for this project only) \$5,000,000 <b>OR</b></p> <p><b>Commercial General Liability and Property Damage Insurance</b> (including automobile insurance) which provides limits of not less than:</p> <ul style="list-style-type: none"> <li>a) Per occurrence (combined single limit) \$3,000,000</li> <li>b) Project Specific Aggregate (for this project only) \$5,000,000</li> <li>c) Products/Completed Operations \$3,000,000</li> <li>d) Personal &amp; Advertising Injury limit \$3,000,000</li> </ul>		

**AND**

Builder's Risk (or Course of Construction Coverage) Applicable/Fire Insurance (Ref. General Conditions Article 41) Project Replacement Value at One Hundred Percent (100%).

**or**

Umbrella Policy with an amount not less than \$5,000,000.00

**AND**

Project Installation Floater Coverage in the amount of One Hundred Percent (100%) of the Contract price required for material, equipment, tools which are a part of the Contract and subject to loss or damage by fire, vandalism, and mischief.

**N. Additional Certificate Holder**

Any general liability policy provided by the Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's board of trustees, and the officers, agents, employees, and volunteers of District the State Allocation Board, if applicable, the architect and the architect's consultants, individually and

collectively, as additional insured.

The following Item 1 must appear in the "Certificate Holder" box located at the bottom of the Certificate of Insurance. In addition, the Carlsbad Unified School District must be listed as additionally insured on the insurance endorsement page. Please refer to Item 2 for the required language.

**Item 1**

Carlsbad Unified School District  
Attn: Risk Management  
6225 El Camino Real  
Carlsbad, CA 92009

**Item 2**

"Carlsbad Unified School District and its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written Contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

**O. Insurance Covering Special Hazards**

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

1. Automotive and truck, where operated, in automobile amounts above;
2. Material hoist, where used, in automobile amounts above.

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## **IV. PROJECT SPECIFICATIONS**

### **A. General Requirements**

The Carlsbad Unified School District is seeking Bids from qualified contractors to provide all labor, materials, equipment, and services necessary to complete the ADA-compliant concrete pathway project at Magnolia Elementary School.

#### **1. Scope of Work**

The work consists of furnishing all labor, materials, tools, equipment, and incidentals necessary to remove the existing decomposed granite (DG) pathway and replace it with a new ADA-compliant concrete pathway at the Magnolia site, as shown on the attached site reference (Google Earth snapshot).

### **Location and Limits of Work**

The pathway alignment is approximately 195 linear feet as measured from Google Earth imagery (See Exhibit A).

- Approximately 72 feet is 5 feet wide,
- 65 feet is 6 feet wide, and
- 58 feet is 10 feet wide.

All dimensions are approximate and must be field-verified by the contractor prior to construction.

Work shall extend from the existing walkway near the lay structure up to the designated termination point, not including the section leading to the street gate.

Additionally, the project includes improvement of the transition area at a nearby drive-through gate, which is currently used as a pedestrian entry. This area shall be regraded and surfaced in concrete to provide a smooth, ADA-compliant transition between the gate and pathway.

### **Scope of Construction**

Work shall include, but not be limited to, the following:

#### **Field Verification and Layout**

- Verify existing grades, alignment, and dimensions prior to construction.
- Conduct a joint field review with District staff to confirm pathway limits and termination points.

#### **Removal and Site Preparation**

- Remove and properly dispose of existing decomposed granite pathway material and any unsuitable subgrade. Remove any existing hardscape at the drive-thru gate.

- Excavate and compact subgrade to the required depth for concrete placement.
- Provide formwork and subbase preparation per standard construction practices and applicable codes.

### **Concrete Pathway Installation**

- Install approximately 195 linear feet of Portland Cement Concrete (PCC) pathway, with a minimum thickness of 4 inches (to be verified by District).
- Provide a minimum 2-inch Class II aggregate base, compacted to 95% relative compaction beneath the slab.
- Concrete shall have a minimum compressive strength of 3,000 psi at 28 days.
- Finish surface shall be light broom or other non-slip ADA-compliant texture.
- Provide saw-cut control joints at 5-foot maximum spacing and expansion joints at intervals per standard practice.
- Ensure all slopes and cross-slopes comply with ADA Standards for Accessible Design (maximum 5% running slope, 2% cross slope).
- All transitions from pathway to the field surface must be backfilled to prevent tripping/safety hazards.

### **Drive Gate Transition**

- Remove existing surface at the drive-through gate and install new PCC transition matching pathway elevation and slope.
- Provide a flush, stable, and smooth surface connection between the gate threshold and adjacent hardscape.
- All transitions from pathway to the field surface must be backfilled to prevent tripping/safety hazards.
- Ensure the area drains properly and eliminates ponding.

### **Finishing, Restoration, and Clean-Up**

- Restore disturbed areas adjacent to the new pathway (e.g., soil, turf, or DG) to original or better condition.
- Remove construction debris and waste from the site.
- Protect existing improvements during all work.

### **Coordination and Verification**

- Contractor shall attend a mandatory site walk with District representatives on Tuesday, December 2, 2025 at (9:00am).
- Pathway alignment, elevation, and limits of work must be approved by the District before concrete placement.
- Contractor is responsible for all required field verification and layout.

## **Estimated Quantities (To Be Verified in Field)**

- Concrete Pathway: Approx. 195 linear feet (varied widths 5'–10') x 4 inches thick
- Aggregate Base: Approx. 195 linear feet x 2 inches thick
- Drive Gate Transition: 1 location, thickness to match adjacent hardscape.

Within the time stipulated, the Contractor shall complete the execution of all work herein specified including all of its component parts and provide and furnish any and all of the labor, materials, tools, equipment, and all applicable taxes and all utility and transportation services necessary to perform the Contract. Only written approval of the school District will permit deviation from these specifications. Contractor is responsible for ascertaining requirements affecting this work.

### **2. Authority of the School District's Maintenance & Operations Director**

The Maintenance & Operations Director has the final authority in all matters affecting the work. Within the scope of the Contract, the Maintenance & Operations Director has the authority to enforce compliance with the plans and the specifications. The Contractor shall promptly comply with the instructions from the Maintenance & Operations Director or an authorized representative.

On all questions relating to quantities, the acceptability of materials, equipment, or work, the execution, progress or sequence of work, and the interpretation of specifications or drawings, the decision of the Maintenance & Operations Director is final and binding and shall be precedent to any payment under the Contract.

Each phase of "construction" shall be inspected and approved by the Director of Maintenance and Operations before beginning the next phase.

Material and work quality shall be subject to Maintenance & Operations Director's approval. Materials and work quality not conforming to the requirements of these specifications shall be considered defective and will be subject to rejection. Defective work and material, whether in place or not, shall be removed immediately from the site by the Contractor, at the Contractor's expense, when so directed by the Maintenance & Operations Director.

### **3. Terms**

Unless otherwise stated, the words directed, required, permitted, ordered, instructed, designated, considered necessary, prescribed, approved, acceptable, satisfactory, or words of like meaning, refer to actions, expression, and prerogatives of the Maintenance & Operations Director.

### **4. Definitions**

Contractor - The individual, partnership, corporation, joint venture, or other legal entity having a Contract to perform the work.

District or School District - The Carlsbad Unified School District.

Standard Specifications - The Standard Specifications for Public Works construction (SSPWc). 1982 Edition or latest supplement thereto. The Standard Specifications are written and promulgated by the Southern California Chapter, American Public Works Association, and Southern California District Associated General Contractors of California.

Work - That which is proposed to be constructed or done under the Contract, including the furnishing of all labor, materials, and equipment.

#### **5. Labor**

Only competent workers shall be employed on the work. Any person employed who is found to be incompetent, intemperate, troublesome, disorderly, or otherwise objectionable, or who fails or refuses to perform work properly and acceptably, shall be immediately removed from the work by the Contractor and not be reemployed on the work.

#### **6. Guarantee**

Contractor shall guarantee to repair or replace any and all work, together with any other work which may be displaced, damaged, or marred in so doing, that may prove defective in failure to conform to Contract provisions and requirements, workmanship and/or materials within the two-year period, such period to begin on date of acceptance of work by District. Repairs or replacement shall be without any expense whatsoever to the District, unusual abuse or neglect excepted.

#### **7. Coordination**

All work to be coordinated with the school District so as to be the least disruptive to school services and programs. Evening, weekend, and holiday work may be required.

#### **8. Dust Control**

Throughout the entire construction period, the Contractor shall maintain dust control by use of water sprinklers or chemical dust control binder as may be approved by the District.

#### **9. Barricades**

Necessary barricades or fences shall be constructed at Contractor's expense, in accordance with California Industrial Safety Code requirements, or as required by District.

#### **10. Submittals**

Awarded Contractor shall submit product data, shop drawings, samples (as requested by District), warranty documentation (installer & manufacturer), and operations and maintenance manuals to the District Representative for review and approval for Project's scope of work prior to procurement and installation.

#### **11. Protection of Existing Installations**

The Contractor shall make every effort to protect existing installations. These installations include, but are not limited to trees, plants, landscaping, underground utilities and sprinkler systems, building, and other site structures. Any such installations which are shown on the plan or whose location could be reasonable inferred, and which shall become damaged or broken by the Contractor's operation shall be repaired or replaced by him

### **B. TESTING AND CONTROL OF MATERIALS**

All material shall meet the requirements specified herein. Laboratory tests of any or all the materials may be required by the inspector. If such tests meet the specified requirements, the laboratory test fees will be paid by the school District. If such tests fail to meet specified requirements, the cost of such tests shall be paid by the Contractor, and the Contractor shall immediately rectify the deficiency. Irrespective of test results, Contractor shall repair test sample areas at no additional cost to the District

### **C. CLEAN-UP**

Execute cleaning during progress of the work and at completion of work. The entire site shall present a clean, workmanlike appearance. Any damage to District property resulting from this work shall be corrected or repaired

at no cost to the District

#### **D. BID**

Bid shall include all labor, materials, transportation, equipment, and any other services required to complete the project.

The District reserves the right to accept Bids and execute work which is not covered by this Contract.

### **1.1 CONTRACTOR REQUIREMENTS**

- Contractor must have a valid **California Contractor's License** (C-8 or A).
- Contractor must have completed **at least five (5) similar Concrete projects** in the past five years.
- Provide proof of **liability insurance, worker's compensation insurance, and bonding** as required by the school district.

### **1.2 TIMELINE & WORK HOURS**

- Project timeline is from January 5 to June 30, 2026.
- Standard work hours are 7:00am-5:00pm Monday-Friday and 8:00am-4:00pm on Saturdays.

### **1.4 PROPOSAL FORMAT AND REQUIREMENTS**

Each respondent must submit a complete proposal package, which shall include:

- Company profile and qualifications
- California contractor's license number and classification
- Evidence of general liability, auto, and workers' compensation insurance
- Recent experience with similar public school or city concrete project.
- Completion of the Itemized, cost file in PlanetBids
- Project timeline including start and completion dates
- List of references for three (3) comparable projects within the past five years

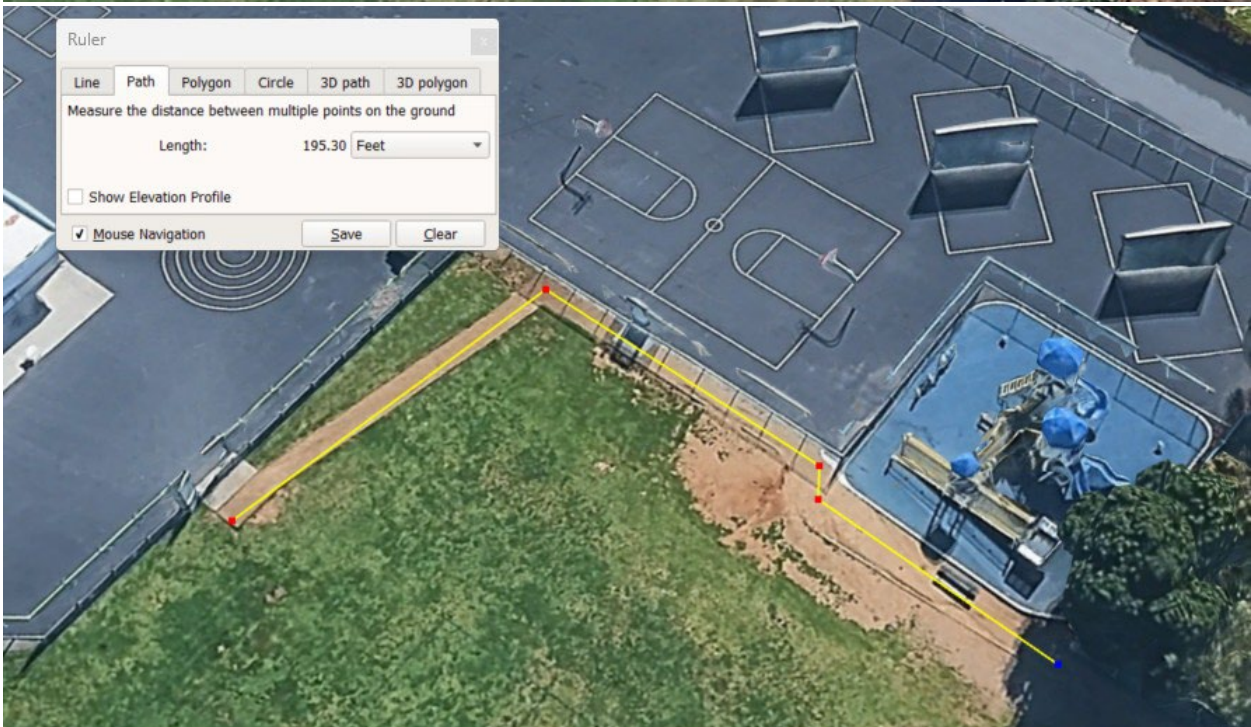
As part of the proposal submission, proposers shall clearly identify and describe all materials proposed for use in the Project. The District requires transparency in material selection to ensure quality, compatibility, and long-term performance. Proposals must include the following information

- Any relevant product specifications, technical data sheets, or safety data sheets (SDS)
- Identification of any known lead times or supply availability issues that could impact the project schedule
- Omission of any required material details may result in the proposal being deemed non-responsive or incomplete.

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## V. EXHIBIT A- PICTURES

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Ruler

Line Path Polygon Circle 3D path 3D polygon

Measure the distance between multiple points on the ground

Length: 195.30 Feet

☐ Show Elevation Profile

☒ Mouse Navigation

Save Clear





























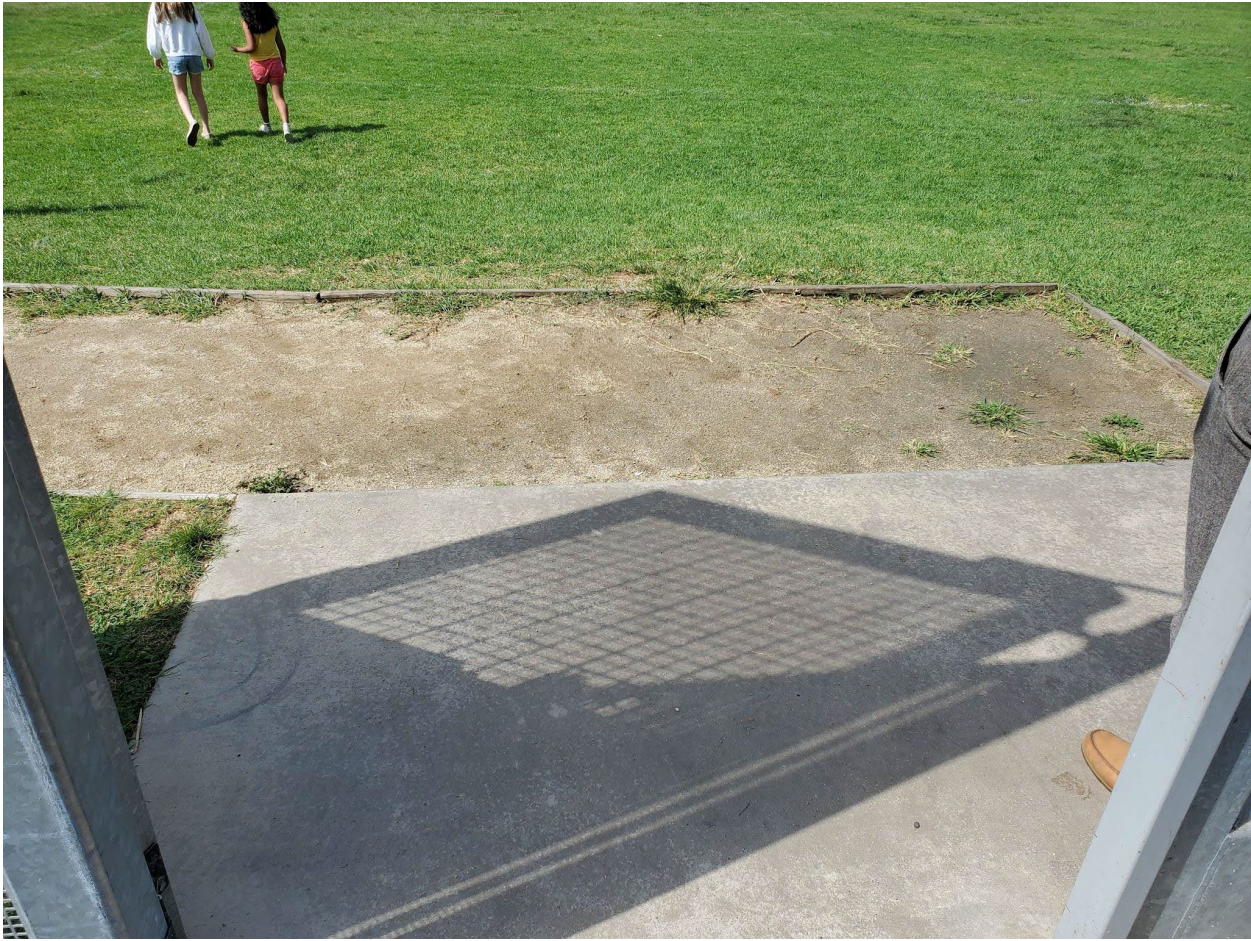


















## VI. SAMPLE AGREEMENT (not to be completed at this time)

Contract #: \_\_\_\_\_

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

### CARLSBAD UNIFIED SCHOOL DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is made this \_\_\_\_ day of 20 \_\_\_\_ in the County of San Diego, State of California, by and between the Carlsbad Unified School District, hereinafter called District, and \_\_\_\_\_, hereinafter called Contractor. The District and the Contractor for the considerations stated herein agree as follows:

**ARTICLE 1. SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated in the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

#### **IRFB 13-2526 Magnolia ADA Concrete Pathway Project**

The Contractor and its surety shall be liable to the District for any damages arising as a result of the Contractor's failure to comply with this obligation.

**ARTICLE 2. TERM OF CONTRACT.** The term of this Contract shall be from January 15, 2025 through December 31, 2026.

**ARTICLE 3. CONTRACT PRICE.** The District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement. District shall pay Contractor for work performed after submission to District of monthly invoices which include a statement of work performed to date; if the District approves the invoice, payment shall be due within thirty days of receipt of invoice.

**ARTICLE 4. LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the District the sum of one thousand dollars (\$1,000.00) for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the District may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

**ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

- |   |   |
|---|---|
| <input type="checkbox"/> Notice to Bidders  | <input type="checkbox"/> Bid Form   |
| <input type="checkbox"/> Instructions to Bidders  | <input type="checkbox"/> Information Required of Bidders                          |
| <input type="checkbox"/> Special Conditions   | <input type="checkbox"/> Bid Bond   |
| <input type="checkbox"/> Agreement  | <input type="checkbox"/> Contractor and Subcontractor Fingerprinting Requirements |
| <input type="checkbox"/> Performance Bond   | <input type="checkbox"/> Contractor's Certificate Regarding Workers' Compensation |
| <input type="checkbox"/> Payment Bond   | <input type="checkbox"/> Designation of Subcontractors                            |
| <input type="checkbox"/> Technical Specifications   | <input type="checkbox"/> Designation of DVBE Subcontractors                       |
| <input type="checkbox"/> Project Scope and Details  | <input type="checkbox"/> Asbestos-Free Material Certification                     |
| <input type="checkbox"/> General Conditions   | <input type="checkbox"/> Recycled Content Certification                           |
| <input type="checkbox"/> Addenda  | <input type="checkbox"/> Drug-Free Workplace Certifications                       |
| <input type="checkbox"/> Approved and fully executed change orders                                  |   |
| <input type="checkbox"/> Iran Contracting Act Certification   |   |
| <input type="checkbox"/> Non-Collusion Affidavit form   |   |
| <input type="checkbox"/> Certification of Contractor and Subcontractor DIR Registration             |   |
| <input type="checkbox"/> Disabled Veteran Business Enterprise (DVBE) Program Participation Document |   |
| <input type="checkbox"/> Certification Regarding Debarment  |   |
| <input type="checkbox"/> Contractor Registration-CUPCAA   |   |

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

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

**ARTICLE 6. PROVISIONS REQUIRED BY LAW.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of the California Labor Code applicable to this Project.

**ARTICLE 7 – INDEMNIFICATION:** The District, and their Board members, directors, officers, employees, agents and authorized volunteers shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the Work, or for injury or damage to any person or persons, either workers, employees of Contractor or subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the Work. The Contractor shall be responsible for any damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the Work. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstruction or from any cause whatsoever arising out of or in connection with the performance of the Work; provided, however, that the Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of the District, it’s Board members, directors, officers, employees, agents and authorized volunteers who are directly responsible to the District.

**ARTICLE 8. PREVAILING WAGES.** If applicable, Contractor shall be required to pay the prevailing rate of wages in accordance with the labor Code which such rates may be obtained online at <http://www.dir.ca.gov/dlsr/pwd/index.htm>, and which must be posted at the job site.

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

**CONTRACTOR:** \_\_\_\_\_

**CARLSBAD UNIFIED SCHOOL DISTRICT**

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

**Site/Department Approval:** \_\_\_\_\_

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

Name, Title: \_\_\_\_\_

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

**District Contract Approval:**

\_\_\_\_\_  
Debbie Miller, Director of Purchasing Services

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

**District Authorized Signer:**

\_\_\_\_\_

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

## Attachment A- General Conditions

**ARTICLE 1. PROPOSAL ACCEPTANCE:** Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

**ARTICLE 2. SITE EXAMINATION:** Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that it has made such site examination as it deems necessary as to the condition of the site, its accessibility for materials, workmen and utilities, and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

**ARTICLE 3. EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

**ARTICLE 4. SUBCONTRACTING:** Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

**ARTICLE 5. ASSIGNMENT:** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

**ARTICLE 6. CONTRACTORS' AND SUBCONTRACTORS' INSURANCE:** The Contractor shall not commence work under this Contract until it has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this Project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

Contractor and any subcontractor shall not commence work nor shall Contractor allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

- a) **WORKER'S COMPENSATION INSURANCE:** The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all its employees engaged in work under this contract, or at the site of the Project, and if the work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation

insurance for subcontractor's employees. Any class of employee or employees not covered by subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide to the District a Certificate Regarding workers' Compensation available from the District prior to performing the work of the contract.

**ARTICLE 7. LABOR CODE COMPLIANCE:** The Contractor hereby stipulates that it shall comply with the applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5 ("Public Works Labor Code Provisions"), including, but not limited to, the payment of the general prevailing rates for public works projects of more than One Thousand Dollars (\$1,000) (§1771), hiring of Apprentices (§ 1777.5) and Working Hours (§ 1813), and Payroll Records (§ 1776). Prevailing rates of per diem wages are on the website of the Division of Labor Statistics and Research of the Department of Industrial Relations at [www.dir.ca.gov/OPRL/](http://www.dir.ca.gov/OPRL/). Contractor shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

Contractor or subcontractor shall, as a penalty to the District, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 of the Public Works Labor Code Provisions.

With regard to hiring of apprentices, the responsibility of compliance with Labor Code section 1777.5 shall rest with the Contractor. Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Said determinations are available to any interested party on the web site ([www.dir.ca.gov](http://www.dir.ca.gov)).

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes. Contractor shall post at appropriate conspicuous points

on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- b) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies 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 in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated.

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

In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such a ten-day period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

**ARTICLE 8. APPRENTICES:** Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint

apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work 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, approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not proposing work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such areas exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his proposal for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

**ARTICLE 9. WORK HOURS:** As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District

**ARTICLE 10. INDEMNIFICATION:** District shall not be liable for, and Contractor shall defend, indemnify, and hold harmless the District, its officials, employees, agents and volunteers, against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages or injury, in law or equity to property or persons, including wrongful death, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the Project or this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants, volunteers or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees. Contractor shall reimburse District

and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

**ARTICLE 11. MATERIALS:** Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

**ARTICLE 12. PATENTS, ROYALTIES AND INDEMNITIES:** The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

**ARTICLE 13. GUARANTEE:** Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a 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 with reasonable promptness. Contractor shall notify the District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish the District all appropriate guarantee or warranty certificates upon completion of the project.

**ARTICLE 14. PROTECTION OF WORK AND PROPERTY:** The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light 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 the organization on the work, whose duty shall be prevention of accidents. Contractor shall report the name and position of the person so designated to the District. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at its discretion to prevent the threatened loss or injury. It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present

**ARTICLE 15. DISTRICT'S RIGHT TO TERMINATE CONTRACT:** If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors

should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate. In the event this contract is terminated as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

**ARTICLE 16. COMPLIANCE WITH STORMWATER PERMIT:** Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. The Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of stormwater to the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal stormwater management programs. Contractor shall provide copies of all reports and monitoring information to the District Representative.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. The Contractor, by signing this contract, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its proposal accordingly, and assumes any and all risks and liabilities arising therefrom. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for fines or delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit or other regulatory regulations. Contractor shall provide copies of all reports and monitoring information to the District Representative.

**ARTICLE 17. CLEAN UP:** Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about 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 and construction toilet and similar temporary facilities from site.

**ARTICLE 18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

**ARTICLE 19. EXCAVATION DEEPER THAN FOUR FEET:** If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

- a) The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differ from those indicated by information about

the site made available to proposers prior to the deadline for submitting proposals. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.

- b) Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
- c) In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

**ARTICLE 20. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES:** The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

**ARTICLE 21. CHANGES AND CHANGE ORDERS:** Change orders may not cause the total aggregate cost of the project to exceed \$15,000 or the project will become subject to competitive bidding. The District, without invalidating the contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, the Contractor agrees that the District shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

**ARTICLE 22. PAYMENTS:** The Contractor shall submit to the District an invoice requesting payment for completion of the Work. The District shall review payment request and, as soon as practical, shall: (i) certify that the request is correct in all aspects and should be paid by the District; (ii) reject the request as not proper, stating the reason(s) why rejection is appropriate; or (iii) require that the Contractor provide additional information that the District reasonably determines is necessary to verify the requested payment amount. In the event the District rejects the request for payment, the Contractor may resubmit the request with additional or new information establishing why payment should be made despite the reason(s) set forth in the District's initial rejection. The District shall pay the undisputed amount of the Contractor's request for payment, less any amounts that may be withheld or retained pursuant to this Contract or applicable law, within thirty (30) days of receipt of such request and in accordance with Public Contract Code Section 20104.50.

**ARTICLE 23. RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS:** For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, the District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with section 2060.010 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney's fees of the other party arising out of the trial de novo in

addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgment.

**ARTICLE 24. DEFAULT BY CONTRACTOR:** When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

**ARTICLE 25. WORKERS AND SUPERVISION:** Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

**ARTICLE 26. SUBSTITUTIONS:** No substitutions of materials from those specified in the Work Specifications shall be made without the prior written approval of the District.

**ARTICLE 27. ACCESS TO WORK:** District 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.

**ARTICLE 28. OCCUPANCY:** District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

**ARTICLE 29. ASSIGNMENT OF CONTRACT AND PURCHASE ORDER:** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

**ARTICLE 30. FORCE MAJEURE:** The parties to this contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by Act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

**ARTICLE 31. PERMITS AND LICENSES:** The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

**ARTICLE 32. CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT:** While engaged in carrying out other terms and conditions of the purchase order, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

**ARTICLE 33. ASSIGNMENT OF CLAIMS:** In submitting a quote on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree 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 116700 of Part 2 of

Division 7 of the Business and Professions Code), arising from purchases 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 District tenders final payment to the Contractor without further acknowledgment by the parties.

**ARTICLE 34. COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the District of such violation, Contractor shall bear all costs arising therefrom.

**ARTICLE 35. TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

**ARTICLE 36. GOVERNING LAW:** This contract shall be governed by and construed in accordance with the laws of the State of California.

**ARTICLE 37. NO ORAL MODIFICATION:** Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

**ARTICLE 38. ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA):** All contract work that is performed for the School District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District buildings.

**ARTICLE 39. PROHIBITION AGAINST LEAD-BASED MATERIALS:** In accordance with the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.), the Contractor shall not use for purposes of the Work, or incorporate into the Work, any lead-based paint, lead plumbing or solders, or other materials, equipment or other things that, in whole or in part, consist of lead and, therefore, may be a potential source of lead contamination.

**ARTICLE 40. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY:** All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

**ARTICLE 41. LABOR COMPLIANCE:** If the District is using funds derived from the Kindergarten-University Public Education Facilities Bond Acts of 2002, 2004 or 2006 for this Project, then the Contractor may be required to enforce the District's Labor Compliance Program ("LCP").

**ARTICLE 42. DVBE PARTICIPATION:** This contract will be subject to disabled veterans participation goals and record retention program if State funding is used for the Project. If applicable, in accordance with Education Code section 17076.11, this District will implement its participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such a project, Contractor shall provide appropriate documentation to the District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that the District can assess its success at meeting this goal.

[Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. Contractor agrees to provide the State or the District with any relevant information requested and shall permit the State

and/or the District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Contractor agrees to maintain such records for a period of three (3) years after final payment under the contract.]

**ARTICLE 43. PROJECT-RELATED RECORDS:** The Contractor shall maintain all documents, books, papers, accounting records, computer files, and other information related to the Project and performance of the Work ("Project Records"), including, but not limited to, Change Orders, submittals, requests for information, daily reports, correspondence, permits, insurance policies, certificates of insurance, testing and inspection reports, and safety records. The Contractor shall keep such accurate and comprehensive Project Records as are (i) necessary for proper administration and performance of the Work and (ii) required by law or this Contract. All Project Records, as applicable, shall be maintained in accordance with generally-accepted accounting principles. If the Contract Amount, as adjusted pursuant to this Contract, exceeds \$10,000, then, in accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy the Records of the Work during the three-year period following final payment to the Contractor pursuant to the Contract. In addition, the District hereby has the right to examine, review, audit and/or copy the Records of the Work during the four-year period following final payment to the Contractor pursuant to the Contract. Therefore, the Contractor shall make the Project Records available at its offices at all reasonable times during the performance of the Work and for four (4) years from the Governing Board accepts the Work. However, if any audit is commenced within such a four (4) year period, the Contractor shall make the Project Records available at all reasonable times until proceedings related to such audit are complete and all statutes of limitation related thereto have expired. In the event the District notifies the Contractor that federal funds have been used in connection with the Project, the Contractor shall retain and make available the Project Records for such longer period as may be required by federal law

**THIS CONCLUDES THE GENERAL CONDITIONS**

## Attachment B – Performance Bond

**WHEREAS**, Carlsbad Unified School District (hereinafter referred to as “District”) has awarded to \_\_\_\_\_, (hereinafter referred to as the “Contractor”) an agreement for **IRFB 13-2526 Magnolia ADA Concrete Pathway Project** (hereinafter referred to as the “Project”).

**WHEREAS**, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for Project dated \_\_\_\_\_, (hereinafter referred to as “Contract Documents”), the terms and conditions of which are expressly incorporated herein by reference; and

**WHEREAS**, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

**NOW, THEREFORE**, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of \_\_\_\_\_ DOLLARS, (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well 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 the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its 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 all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney’s fees, incurred by District in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District’s rights or the Contractor or Surety’s obligations under the Contract, law, or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District’s option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents;
- (2) Obtain a Bid or Bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible Bidder, arrange for a Contract between such Bidder, the Surety, and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract price, including other costs and damages for which Surety may be liable. The term “balance of the Contract price” as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents; or
- (3) Permit the District to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract price, including other costs and damages for which Surety may be liable. The term “balance of the Contract price” as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any Contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a Bid from Contractor for completion of the Project if the DISTRICT, when declaring the Contractor in default, notifies Surety of the District’s objection to Contractor’s further participation in the completion of the Project.

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

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

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

Name \_\_\_\_\_

By (Signature of Contractor) \_\_\_\_\_

**Surety:** (the following must be completed by a corporate attorney)

By (Attorney in Fact) \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges, \$ \_\_\_\_\_.

Any claims under this bond may be addressed to:

Surety Name and Address: \_\_\_\_\_

Name and Address of Agent/Representative for Service of Process in California (if different from above):

\_\_\_\_\_

Telephone number of Surety and Agent/Representative for Service of Process in California: \_\_\_\_\_

#### **ACKNOWLEDGEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, County of \_\_\_\_\_)

On \_\_\_\_\_ [date] before me, \_\_\_\_\_ [officer],

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

Name of Contractor (Print or Type): \_\_\_\_\_

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.**

Signature \_\_\_\_\_

## Attachment C – Payment Bond

**WHEREAS**, Carlsbad Unified School District (hereinafter referred to as “District”) has awarded to \_\_\_\_\_, (hereinafter referred to as the “Principal”) an agreement for **IRFB 13-2526 Magnolia ADA Concrete Pathway Project** (hereinafter referred to as the “Project”).

**WHEREAS**, said Principal is required to furnish a bond in connection with said Contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work Contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

**WHEREAS**, by the terms of the Contract Documents, and in accordance with California Civil Code sections 9550 et seq., the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used, or reasonably required for use, in the performance of the Work on the Project (“Bond”);

**WHEREAS**, the term “Claimant” shall refer to any of the persons described in California Civil Code section 9100, who provide or furnish labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard to whether such labor, materials or services were sold, leased, or rented.

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

This Bond shall insure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

The condition of the obligation is such that if the Principal, or its subcontractors, heirs, executors, administrators, successors or assigns fail to pay (1) any Claimant, (2) amounts due under the Unemployment Insurance Code with respect to Work or labor performed on the Project, or (3) amounts required to be deducted, withheld, and paid to the Employment Development Department from the wages of employees of the Principal and its subcontractors under Section 13020 of the Unemployment Insurance Code with respect to the Work and labor, then Surety will pay for the same in an amount not to exceed the sum specified above and, if an action is brought to enforce the liability on the Bond, the Surety shall pay such reasonable attorneys’ fees as fixed by the court, as set forth in Civil Code section 9554.

If the Principal promptly, fully, and faithfully makes payment to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work, then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the District of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

**IN WITNESS WHEREOF**, one (1) of this instrument, which shall for all purposes be deemed unoriginal thereof, has been duly executed by the Principal and Surety above named, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

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

Name (Printed) \_\_\_\_\_

By (Signature of Contractor) \_\_\_\_\_

### **Surety:**

By (Attorney in Fact) \_\_\_\_\_  
(Attached Attorney-In-Fact Certificate and Required Acknowledgements)

**Note: Appropriate Notarial Acknowledgments of Execution by Contractor, and Surety, and a Power of Attorney MUST BE ATTACHED.**

## BOOK 2 of 2 – BID SUBMITTAL PACKET

All of these forms must be completed and returned for consideration of your Bid.  
Please read the instructions and documentation carefully before preparing your Bid for submission.

BID SUBMITTED BY (Company Name): \_\_\_\_\_

### BID SUBMITTAL CHECKLIST

Complete this checklist to confirm the items have been included with your company's Bid. Place a check mark or "X" next to each item that you are submitting to the District. To be considered responsive, all required attachments must be returned. ***This checklist should be returned with your proposal.***

Documentation Required at the Time of Submission	
	Addenda Acknowledgement(s)
	Bid Form
	Information Required of Bidder
	Bid Bond (or Cashier's Check)
	Contractor and Subcontractor Fingerprinting Certification
	Contractor's Certification Regarding Workers' Compensation
	Designation of Subcontractors
	Designation of DVBE Subcontractors
	Asbestos-Free Materials Certification
	Recycled Content Certification
	Drug-Free Workplace Certification
	Iran Contracting Act Certification
	Non-Collusion Affidavit
	Certification of Contractor and Subcontractor Division of Industrial Relations Registration
	Disabled Veteran Business Enterprise (DVBE) Program Participation Documentation
	Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Documentation Required Upon Notification of Contract Award:	
	Agreement
	Performance Bond
	Payment Bond
	Certificate of Liability Insurance (including proof of Automobile Insurance)
	Proof of Workers' Compensation Insurance
	W-9 Form

## BID FORM

Business: \_\_\_\_\_

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

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

Business Telephone: (\_\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Pursuant to and in compliance with your Notice to Bidders calling for Bids and the 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 and the cost of the work at the place where the work is to be done, and with the 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, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all of the work required and with all in strict conformity with the specifications and other Contract documents, including addenda, if any for the following project:

### Informal BID 13-2526 Magnolia ADA Concrete Pathway Project

Item Description	Unit	Total Cost (\$)
Removal & Disposal of DG & Hardscape of all Project Areas	Lump Sum	\$_____
Subgrade Prep & 2" Class II Aggregate Base (195 LF)	Lump Sum	\$_____
Install 4" PCC ADA Pathway & Concrete Transition at Drive-Through Gate	Lump Sum	\$_____
Site Restoration & Final Clean-up	Lump Sum	\$_____
Total Base Bid (Sum of Above Items)		\$_____
Allowances (if applicable)		\$_____
<b>TOTAL BID AMOUNT (Base Bid + Allowances)</b>		<b>\$_____</b>

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

Addendum No. \_\_\_\_\_ Addendum No. \_\_\_\_\_ Addendum No. \_\_\_\_\_

1. Attached is the completed Bid Submittal Checklist and corresponding documents.
2. It is understood that the District reserves the right to reject this Bid and that this Bid shall remain open and not be withdrawn for the period specified in the Notice to Bidders calling for Bids.
3. Attached is the required Bid Bond.
4. 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 Bid due date, and within the time this Bid is required to remain open, or at any time thereafter before this Bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the Bid as accepted, and that he will also furnish and deliver to the District the Performance Bond and Payment Bond for Public Works as specified, all within five (5) days after receipt

of notification of award, and that the work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract, on the date to be stated in the Owner's notice to the Contractor to proceed, and shall be completed by the Contractor in the time specified in the Contract documents.

5. Notice of acceptance or requests for additional information should be addressed to the undersigned at the address stated below:

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6. The names of all persons interested in the foregoing Bid as principals are as follows:

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PART 2 (IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co partnership, state true name of firm, also names of all individual copartners composing firm; if Bidder or other interested person is an individual, state first and last names in full.)

1. Bidder certifies that they are licensed in accordance with the law providing for the registration of Contractors, License No. \_\_\_\_\_, Expiration Date \_\_\_\_\_, Class of license \_\_\_\_\_

List all other classifications for this license number: \_\_\_\_\_

I, \_\_\_\_\_, the \_\_\_\_\_ of the Bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the Bidder in connection with this Bid and all of the representations made herein are true and correct.

Executed on this day at San Diego County, California.

**CONTRACTOR:** \_\_\_\_\_

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

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

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

## INFORMATION REQUIRED OF BIDDERS

### A. INFORMATION ABOUT BIDDER – indicate not applicable (“N/A”) where appropriate

**NOTE: Where Bidder is a joint venture, pages shall be duplicated, and information provided for all parties to the joint venture.**

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

Type of Entity: \_\_\_\_\_

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

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

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

Emergency Contact Number: \_\_\_\_\_

1. How many years has Bidder’s organization been in business as a Contractor? \_\_\_\_\_
2. How many years has Bidder’s organization been in business under its present name? \_\_\_\_\_
3. Under what other or former names has Bidder’s organization operated? \_\_\_\_\_

\_\_\_\_\_

4. If Bidder’s organization is a corporation, answer the following:

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

President’s Name: \_\_\_\_\_

Vice-President’s Name(s): \_\_\_\_\_

Secretary’s Name: \_\_\_\_\_

Treasurer’s Name: \_\_\_\_\_

5. If Bidder is an Individual or a Partnership, answer the following:

Date of Organization: \_\_\_\_\_

Name and address of all partners (state whether general or limited partnership): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. If other than a corporation or partnership, describe organization and name principals:

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7. List other states in which Bidder's organization is legally qualified to do business:

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8. What type of work does the Bidder normally perform with its own forces?

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9. Has Bidder ever failed to complete any work awarded to it? ☐ NO ☐ YES

**If YES, attach a separate sheet of explanation, including WHEN, WHERE, and WHY.**

10. Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a Contract? ☐ NO ☐ YES

**If YES, attach a separate sheet of explanation.**

11. Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it declared bankruptcy or dissolved the business ☐ NO ☐ YES

**If YES, attach a separate sheet of explanation.**

12. List Trade References: \_\_\_\_\_

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13. List Bank References (Bank and Branch Address): \_\_\_\_\_

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14. Name of Bonding Company and Name, Phone Number, and Address of Agent: \_\_\_\_\_

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**B. LIST OF CURRENT PROJECTS (BACKLOG)**

Duplicate Page if needed for listing additional current projects

Project Client Contact Name & Telephone No.	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

**C. LIST OF COMPLETED PROJECTS - LAST FIVE (5) YEARS**

Duplicate Page if needed for listing additional completed projects

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required work.

Project Client Contact Name & Telephone No.	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work

**D. VERIFICATION AND EXECUTION**

These Bid Forms shall be executed only by a duly authorized official of the Bidder.

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

**CONTRACTOR:** \_\_\_\_\_

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

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

## BID BOND

The makers of this bond are, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety and are held and firmly bound unto the Carlsbad Unified School District, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CARLSBAD UNIFIED SCHOOL DISTRICT (hereinafter "District") for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ for **IRFB 13-2526 Magnolia ADA Concrete Pathway Project**.

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the District as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full 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 Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the name and corporate seal of each corporation.

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

Name \_\_\_\_\_

By (Signature of Contractor) \_\_\_\_\_

Title \_\_\_\_\_

(Seal of Surety) Surety \_\_\_\_\_

By (Attorney in Fact) \_\_\_\_\_

### ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, County of \_\_\_\_\_)

On \_\_\_\_\_ [date] before me, \_\_\_\_\_ [officer],

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

Name of Contractor (Print or Type): \_\_\_\_\_

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.**

Signature \_\_\_\_\_

## CONTRACTOR FINGERPRINTING REQUIREMENTS

### CONTRACTOR CERTIFICATION

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

**CONTRACTOR:** \_\_\_\_\_

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

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

### CONTRACTOR EXEMPTION

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

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

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\_\_\_\_\_  
Signature of School District Official

\_\_\_\_\_  
Date

## SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

### SUBCONTRACTOR CERTIFICATION

The Carlsbad Unified School District ("District") entered into a Contract for services on or about \_\_\_\_\_, 20\_\_\_\_ with \_\_\_\_\_ ("Contractor") for **BID 13-2526 Magnolia ADA Concrete Pathway Project**. This certification is submitted by \_\_\_\_\_, ("Subcontractor") a subcontractor to the Contractor for purposes of that Contract. Subcontractor hereby certifies to the District's board of education that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

**SUBCONTRACTOR:** \_\_\_\_\_

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

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

### SUBCONTRACTOR EXEMPTION

The Carlsbad Unified School District ("District") entered into a Contract for services on or about \_\_\_\_\_, 20\_\_\_\_ with \_\_\_\_\_ ("Contractor") for **BID 13-2526 Magnolia ADA Concrete Pathway Project**. Pursuant to Education Code sections 45125.1 and 45125.2, the District has determined that \_\_\_\_\_, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"), is exempt from the criminal background check certification requirements for the Contract because:

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

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\_\_\_\_\_  
Signature of School District Official

\_\_\_\_\_  
Date

## CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code that 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.

**CONTRACTOR:** \_\_\_\_\_

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

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

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## DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each Bidder shall set forth below: (a) the name, the location of the place of business, and the California Contractor license number of each subcontractor and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of the Contractor's Total Bid Price. No additional time shall be granted to provide the below requested information, except as permitted by law.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of work, to be performed under the Contract in excess of one-half of one percent (0.5%) of the Contractor's Total Bid Price, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that work, and that it shall perform that portion itself.

Subcontractor Name, Contact Person, Address and Phone Number	Subcontractor's License # and DIR Registration #	Description of Work	% of the Work

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

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

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

### DESIGNATION OF DVBE SUBCONTRACTORS

Contractor shall identify each subcontractor that is a certified Disabled Veteran Business Enterprise (DVBE). Contractor shall provide the DVBE Reference Number assigned by the Office of Small Business Certification and Resources for each DVBE subcontractor, and shall attach a copy of the subcontractor's certification letter.

Subcontractor Company Name, License # and DIR Registration #	DVBE Reference Number

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

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

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

## ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the Bid for **BID 13-2526 Magnolia ADA Concrete Pathway Project**, (hereinafter referred to as the "Project"), and submitted it to the Carlsbad Unified School District (hereinafter referred to as the "District") on behalf of \_\_\_\_\_ (hereinafter referred to as the "Contractor").

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

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

All work or materials installed by the Contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District. Decontamination and removal of work found to contain asbestos, or work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

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

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

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

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

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

Name \_\_\_\_\_

By (Signature of Contractor) \_\_\_\_\_

Title \_\_\_\_\_

### ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, County of \_\_\_\_\_)

On \_\_\_\_\_ [date] before me, \_\_\_\_\_ [officer],

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Name of Contractor (Print or Type): \_\_\_\_\_

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.**

Signature \_\_\_\_\_

## RECYCLED CONTENT CERTIFICATION

The undersigned declares that he or she is the person who executed the Bid for **BID 13-2526 Magnolia ADA Concrete Pathway Project**, (hereinafter referred to as the "Project"), and submitted it to the Carlsbad Unified School District (hereinafter referred to as the "District") on behalf of \_\_\_\_\_ (hereinafter referred to as the "Contractor").

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

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

\_\_\_\_\_ % Postconsumer Material / \_\_\_\_\_ % Secondary Material

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

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

Name \_\_\_\_\_

By (Signature of Contractor) \_\_\_\_\_

Title \_\_\_\_\_

### ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, County of \_\_\_\_\_) on \_\_\_\_\_ [date] before me,  
\_\_\_\_\_, [officer], personally appeared

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Name of Contractor (Print or Type): \_\_\_\_\_

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.**

Signature \_\_\_\_\_

## DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the Carlsbad Unified School District (hereinafter referred to as the "District") and \_\_\_\_\_ (hereinafter referred to as the "Contractor") for **BID 13-2526 Magnolia ADA Concrete Pathway Project** (hereinafter referred to as the "Project").

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

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in their workplace and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about all of the following:
  - The dangers of drug abuse in the workplace;
  - The person's or organization's policy of maintaining a drug-free workplace;
  - The availability of drug counseling, rehabilitation, and employee-assistance programs;
  - 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 the Drug-Free Workplace Act as it now exists or may hereinafter be amended. Particularly, I shall abide by Government Code Section 8355 when performing the Contract for the Project.

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

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

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

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

Name \_\_\_\_\_

By (Signature of Contractor) \_\_\_\_\_

Title \_\_\_\_\_

### ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, County of \_\_\_\_\_)

On \_\_\_\_\_ [date] before me, \_\_\_\_\_ [officer],

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Name of Contractor (Print or Type): \_\_\_\_\_

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.** Signature \_\_\_\_\_

## IRAN CONTRACTING ACT CERTIFICATION

As required by California Public Contract Code Section 2204, the Bidder certifies subject to penalty for perjury that the option checked below relating to the Bidder's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

☐ The Bidder is NOT:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Agency will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

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

**CONTRACTOR:** \_\_\_\_\_

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

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

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## NON-COLLUSION AFFIDAVIT

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

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

**CONTRACTOR:** \_\_\_\_\_

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

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

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## CERTIFICATION OF CONTRACTOR AND SUBCONTRACTOR DIR REGISTRATION

Pursuant to Labor Code Section 1725.5, If the Project is a public works project in excess of \$25,000 or a maintenance project in excess of \$15,000, a Contractor or subcontractor must be registered with the Department of Industrial Relations in order to Bid for, to be listed in a Bid proposal, or to engage in the performance of any defined public work Contract.

I \_\_\_\_\_ (Name), \_\_\_\_\_ (Title),  
certify that \_\_\_\_\_ (Contractor Name)  
is currently registered as a Contractor with the California Department of Industrial Relations (DIR):

Contractor's DIR Registration Number: \_\_\_\_\_ Expiration date: \_\_\_\_\_.

Contractor further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in its Bid invitation the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at the time of Bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish the DIR Registration Number for all subcontractors on the project within 24 hours of the Bid opening.
5. Contractor shall substitute any subcontractor with a DIR-registered Contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above may result in a determination of non-responsiveness.

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

**CONTRACTOR:** \_\_\_\_\_

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

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

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## DVBE PROGRAM PARTICIPATION DOCUMENTATION

In accordance with Education Code Section 17076.11, the Carlsbad Unified School District has a participation goal for Disabled Veteran Business Enterprises (DVBE) of at least three percent (3%) per year of the overall dollar amount of funds allocated by the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school buildings and expended each year by the District.

At the time of execution of the Contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the Contract. Prior to, and as a condition precedent for final payment under the Contract, the Contractor will provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises pursuant to the Contract, so that the District can assess its success at meeting this goal.

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

**CONTRACTOR:** \_\_\_\_\_

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

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

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, for participants or respondents in primary covered transactions:

1. The participant or respondent certifies that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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

**CONTRACTOR:** \_\_\_\_\_

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

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

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