

**ADVERTISEMENT TO BIDDERS**

NOTICE IS HEREBY GIVEN THAT THE BOARD OF TRUSTEES OF THE PARADISE UNIFIED SCHOOL DISTRICT, of the County of Butte, State of California, will receive up to and no later than **Thursday, June 15, 2023 at 10:30a.m.** sealed bids for the award and contract for the furnishing of all labor, materials, transportation, and services required for the construction of the **Paradise Unified School District Office – Carpet Replacement** project and such bids shall be received at the office of the **Paradise Unified School District, 6696 Clark Road, Paradise, CA 95969**, and shall be opened and publicly read aloud at the above stated time and place.

A mandatory bidders' conference will be held at **1:00p.m. on Thursday, June 8, 2023.** Meet at the flagpole in front of the Paradise Unified District Office.

Each Bid must conform and be responsive to this invitation, the Instructions to Bidders, and the Contract Documents. Documents for this project may now be obtained from:

Valley Contractors Exchange  
951 E 8<sup>th</sup> Street  
Chico, CA 95928  
(530) 343-1994

Each Bid shall be accompanied by a certified or cashier's check or bid bond made in favor of the Board of Trustees, Paradise Unified School District, executed by the bidder as principal and an admitted surety company as surety. All bonds for this project must be issued by an Admitted Surety, an insurance organization authorized by the Insurance Commissioner to transact business of Insurance in the State of California during this business year, in an amount not less than ten percent (10%) of the maximum amount of the bid. The check or bid bond shall be given as guarantee that the bidder shall execute the contract if it be awarded to him in conformity with the Contract Documents and shall provide the surety bond as specified therein within five (5) days after notification of the award of the contract to bidder.

It shall be mandatory upon the Contractor to whom a contract is awarded, and upon all subcontractors under him, to pay not less than the general prevailing rates of per diem wages to all workmen in the execution of the contract. Pursuant to the provisions of the California State Labor Code, and Local Laws thereto applicable, the said Board of Trustees has ascertained the prevailing rate of wages in the locality where this work is to be performed, for each craft and/or type of workman or mechanic needed to perform the work of this contract. General Prevailing Wage Rates shall be those rates pertaining to Butte County as published by the Department of Industrial Relations (DIR) pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, and 1773.1.

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Copies of the Prevailing Wage Schedules may be obtained from the Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA 94101, or [www.dir.ca.gov/dlsr/pwd](http://www.dir.ca.gov/dlsr/pwd).

Each contractor and subcontractor must be registered with DIR prior to submitting a bid.

The bidder awarded this contract may elect to receive 100% of payments due under the contract from time to time without retention of any portion of the payment by the public agency, by depositing securities of equivalent value with the public agency in accordance with the provisions of the Public Contract Code.

The Paradise Unified School District reserves the right to reject any or all bids or waive any defect or irregularity in bidding.

Advertising dates: **05/31/23, 06/07/23**

## INSTRUCTION TO BIDDERS

1. DEFINITIONS: For the purpose of these Contract Documents and Performance Specifications, the term "Owner" as it is used herein shall mean Paradise Unified School District, Paradise, CA of the County of Butte.
2. PROPOSALS SHALL INCLUDE:
  - A. Total contract amount for Base Bid.
  - B. Proposals shall be made on a form provided by the Owner. All items on the form should be filled out; numbers should be stated both in writing and in figures and signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations or erasures.
  - C. All prices or notations must be typed or written in ink. Bids written with pencil will not be accepted. Verify all quotations before submission, as they cannot be corrected after the proposals are opened.
  - D. All proposals must be signed with the firm name, and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
  - E. All addenda or bulletins issued during the time of bidding are to be covered in the proposal and in closing a contract they will become a part thereof. All such notices must be approved by the Division of the State Architect.
  - F. A list of all Subcontractors must be attached which includes subcontractor name, item of work, place of business, and current license number.
  - G. An executed Bid Bond must be attached. Bid Bonds shall be submitted on the Surety's standard form with the necessary documentation required by the California Public Contract Code. The company issuing the bond, however, shall be an Admitted Surety, that is an insurance organization authorized by the State Insurance Commissioners to transact business of insurance in the State of California this business year. The Bid Bond must be 10% of the Bid Amount.
  - H. An executed Non-Collusion Affidavit must be attached.
  - I. An executed Contractor's License Declaration must be attached.
    - i. Each bidder shall possess at the time the bid is awarded the following classification(s) or California State Contractor's license: Class B, General Building.

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- J. Proposals may be withdrawn by the bidder prior to, but not after, the time fixed for the opening of proposals.
  - K. The Contract, General Conditions, Performance and Payment Bonds, Prevailing Wage Certification, Drug-Free Workplace Certification, Lead Paint Certification, and Criminal Background Investigation Certification forms are included in the bid package for reference only and are to be completed after the Notice of Award has been issued.
3. INTERPRETATION OF DOCUMENTS: (Also see paragraph 8 below) Should a bidder find discrepancies and/or omissions or should he be in doubt as to their meaning, he shall at once notify DAVID McCREADY, (530) 872-6400 x1233, and should it be found necessary, a written addendum will be sent to all bidders. The Owner will not be responsible for any oral interpretations or instructions.
4. SUBSTITUTIONS. Certain products, materials or services must be installed as specified – and may not be substituted – in order to match other products in use on one or more existing Owner improvements. Products, materials or services listed below may not be substituted for this reason:
- 1. None
5. SEQUENCE OF THE CONSTRUCTION: The construction work must be accomplished with a minimum disruption of the existing school's operation.
- 1. Limit construction activities to the hours between 7:00 a.m. and 9:00 p.m. daily, except Sundays and Holidays, limit construction activities to the hours between 10:00 a.m. and 6:00 p.m.
  - 2. Work which will affect the operation of the site must be scheduled with the District Representative a minimum of 72 hours in advance.
  - 3. Work which will take any security or safety systems (fire alarms or security, etc.) offline (for connections or testing) will be pre-approved by the District in writing. The work will be done after school hours at no cost to the District. All work to occur a minimum of 30 minutes after the end of the school day.
6. CONTRACTOR'S REQUIREMENTS: After award of the contract, the Contractor shall adhere to the following:
- A. Make all necessary communications with utility companies and regulatory agencies affecting this project.

- B. The Contractor shall furnish the Owner with a schedule of dates for completion of the work no later than seven (7) days after the execution of the contract.

7. SUBCONTRACTORS: The successful Bidder shall not, without the consent of the Owner:

- A. Substitute any person as subcontractor in place of the subcontractor designated in the original bid;
- B. Permit any subcontractor to be assigned or transferred or allow the work to be performed by anyone other than the subcontractor; or
- C. Sublet or subcontract any portion of the Project in excess of one-half (1/2) of one percent (1%) of the total bid as to which its original bid did not designate a subcontractor.

The Owner's consent shall be given only in accordance with the provisions of Public Contract Code section 4107.

8. STANDARD INCLUSIONS

- A. The Contractor and Subcontractors shall thoroughly review the construction documents and acknowledge that care and coordination will be required to coordinate the work of all trades.
- B. The Owner has attempted to coordinate the requirements with the plans. No additional cost shall be claimed by or paid to the Contractor or Subcontractors for any of the following:
  - a. Additional work required due to an inconsistency within or between the various plans if such additional work is necessary to carry out the intent of the design.
  - b. Reasonable and normal adjustments resulting from the coordination of all General Contractor and Subcontractor work with that of all trades.
  - c. Any scope notes as by a Subcontractor on other drawings or specifications but not shown on the drawings or stated in the Project Manual.
  - d. Elements not sized on the Drawings so long as the eventual sizing is reasonable for the design as intended.
- C. If there is an inconsistency in the work shown on the contract documents, i.e., overall vs. details, assume the contract document showing the greater scope of work to be correct.

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In matters of quantity the drawings shall govern. In matters of quality the specifications shall govern.

- D. It is the Contractor's responsibility to address any questions for items shown on the contract drawings, reports and specifications prior to bid. Any question regarding the designs as shown on the contract documents asked after the awarding of a contract will be the responsibility of the Contractor and/or Subcontractor.
  - E. Coordinate with all trades as required for special locations and points of connection for this scope of work.
  - F. Contractor shall visit site prior to bid and familiarize themselves with the existing conditions.
  - G. Contractor shall provide all layout, field engineering required for the performance of this work, including protection of reference points and replacement of such points that are lost or damaged during the execution of this work.
8. LIQUIDATED DAMAGES FOR DELAY: The Contractor shall submit in writing to the Owner all requests for time extension beyond the Agreement time, within five (5) days from the date such delay becomes known.
9. TIME OF COMPLETION: It is agreed by the parties of this Contract that the completion of all work of this contract shall be within **thirty (30) calendar days** from the date of the Notice to Proceed.
10. AGREEMENT AND BONDS: The Contract Documents include the Agreement that the successful bidder, as Contractor, will be required to execute. The requirements and forms of bonds that he will be required to furnish are included herein and shall become part of the Contract Documents.
11. WITHDRAWAL OF BIDS: Bids may be withdrawn by bidders prior to, but not later than, the time of bid opening.
12. DELIVERY OF BIDS: Bids shall be sealed in an envelope plainly marked "BID", shall bear the title of the work and shall be delivered to the place designated in the "Invitation for Bids" on or before the day and hour set for the opening of bids and said Advertisement. Faxed bids will not be accepted.
13. EXAMINATION OF SITE AND DOCUMENTS: Before submitting a bid, intending bidders shall carefully examine the Contract Documents, shall visit the site of the work and fully inform themselves as to all existing conditions and limitations. Bidders shall review ceiling

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conditions in suites below. Bidders shall include in the bid a sum sufficient to cover the cost of all items included in the Contract.

14. DURATION OF BID: All bid proposals submitted shall be considered irrevocable offers to perform the work in accordance with the Contract Documents if the Contract is awarded within sixty (60) days from the date bids were received.
15. BID PROTEST: In order to protest the Owner's award of Contract, a disappointed Bidder must: a) submit a written description of all grounds for its protest to Owner within forty-eight (48) hours of the time that the Owner announces an apparent low bidder; and b) file an action with the Superior Court seeking to enjoin enforcement of the contract and serve it on Owner within five (5) business days of award of contract.
16. CONSTRUCTION CONFERENCES: It is understood that at the option of the Owner, the following construction conferences will be held at the approximate time indicated:
  - A. Preconstruction Conference - After the award of Contract and prior to commencement of the construction.
  - B. Construction Conference - As required.
  - C. Post Construction Conference - Prior to filing the Notice of Completion.
17. Paradise Unified School District reserves the right to reject any or all bids or waive any defect or irregularity in bidding.
18. PREVAILING LAW: In the event of any conflict or ambiguity between these instructions and State or Federal law or regulations, the latter shall prevail.
19. **No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].**
20. **No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.**
21. **This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

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

**BID TO PERFORM CERTAIN WORK:**  
**Paradise Unified School District Office – Carpet Replacement**  
**6696 Clark Road**  
**Paradise, CA 95969**

Bids will be received up to and no later than **10:30 a.m. Thursday, June 15, 2023.** at the **Paradise Unified School District Office, 6696 Clark Road, Paradise, CA 95969**

Gentlemen:

The undersigned hereby proposes and agrees to furnish any and all required labor, materials, equipment, transportation and services for the **Paradise Unified School District Office – Carpet Replacement** in strict conformity with the plans, specifications and other documents on file at the District office at 6696 Clark Road, Paradise, CA 95969

TOTAL BID is BASE BID ONLY:

\_\_\_\_\_ DOLLARS

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

If Notified within sixty (60) days of the date of receiving bids the undersigned hereby agrees to sign said Contract and furnish the necessary bonds within ten (10) days after written notice of the award of said Contract.

The undersigned has examined the location of the proposed work and is familiar with the Plans, Specifications and other Contract Documents, and with local conditions at the place where the work is to be done.

The undersigned has examined carefully all the above figures and understands that the Paradise Unified School District will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid.

(The undersigned hereby agrees the contract time noted in the Instruction to Bidders is reasonable.)

ENCLOSED PLEASE FIND BIDDER'S BOND, CERTIFIED CHECK NO. \_\_\_\_\_, OR CASHIER'S CHECK NO. \_\_\_\_\_ FOR THE \_\_\_\_\_ BANK, FOR \$\_\_\_\_\_.

The undersigned agrees that all Addenda received and acknowledged herein shall become a part of and included in this Bid. This Bid includes the following Addenda:

ADDENDA NUMBERS: \_\_\_\_\_  
\_\_\_\_\_

NAME OF FIRM:

\_\_\_\_\_

TYPE OF FIRM:

\_\_\_\_\_

(Corporation, Partnership, Etc.)

ADDRESS:

\_\_\_\_\_

CITY AND

STATE:

\_\_\_\_\_

CONTRACTOR'S LICENSE NUMBER:

\_\_\_\_\_

EXPIRATION DATE OF CONTRACTOR'S LICENSE:

\_\_\_\_\_

The contractor's license number and expiration date as stated herein are made under penalty of perjury.

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS

REGISTRATION NUMBER:

\_\_\_\_\_

DATE:

\_\_\_\_\_

CONTRACTOR'S SIGNATURE:

\_\_\_\_\_

CONTRACTOR NAME:

\_\_\_\_\_

LIST OF SUBCONTRACTORS:

Pursuant to the provisions of Section 4100 to 4113, inclusive, of the Public Contract Code of the State of California, as set forth in the Instructions to Bidders and General Conditions, the undersigned hereby designates below the names and locations of the place of business for each Subcontractor.

SUBCONTRACTOR NAME	ITEM OF WORK	PLACE OF BUSINESS	CURRENT LICENSE NO.	D.I.R. NUMBER
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
15.				

The Bidder is required to list each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half (1/2) of one (1) percent of the prime Contractor's total bid. (California Public Contract Code section 4104.

**CERTIFICATE REGARDING WORKERS' COMPENSATION  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

Labor Code section 3700 in relevant part provides:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

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

\_\_\_\_\_  
Contractor

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

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

**NONCOLLUSION DECLARATION  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

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

**BIDDER'S BOND  
PARADISE UNIFIED SCHOOL DISTRICT**

**BIDDER** (*Name and Address*):

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**SURETY** (*Name and Address of Principal Place of Business*):

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**OWNER:**

Paradise Unified School District  
6696 Clark Road  
Paradise, CA 95969

**BID:**

Bid Due Date: **10:30 a.m. Thursday, June 15, 2023**

Description: **Paradise Unified School District Office – Carpet Replacement**

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**BOND**

Bond Number: \_\_\_\_\_

Date (*not earlier than Bid due date*): \_\_\_\_\_

Penal Sum (*10% of the total amount of the Bid*):

\_\_\_\_\_

(Words)

\$ \_\_\_\_\_

(Numbers)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance, payment, and maintenance bonds and insurance certificates and endorsements required by the Bidding Documents.

3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds and insurance certificates and endorsements required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in Paragraph 4, above, is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

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

<p>Correspondence or claims relating to the Bond should be sent to the Surety at the following address:</p> <p>_____</p> <p>_____</p> <p>_____</p>
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<p><u>Principal:</u></p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p><u>Surety:</u></p> <p>By: _____</p> <p>(Attorney-in-Fact)</p>
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**CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_ before me, a notary public in and for the county and state aforesaid, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_ (SEAL) \_\_\_\_\_  
*(Signature of Notary Public)*

**Contractor's License Declaration**  
**(Business and Professions Code section 7028.15)**

The undersigned declares that it, he or she is \_\_\_\_\_ (party making foregoing bid) of \_\_\_\_\_ (hereinafter the "Bidder").

1. Bidder's Contractor's License Number is as follows: \_\_\_\_\_.
2. The expiration date of Bidder's Contractor's License is \_\_\_\_\_, 20\_\_\_\_.

The undersigned declares, under penalty of perjury, that the representations made by the undersigned in this bid are true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_  
(insert city and state where declaration signed).

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

Name of Bidder/Company \_\_\_\_\_

**Paradise Unified School District**

**AGREEMENT FOR  
Paradise Unified School District Office – Carpet Replacement**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023, by and between Paradise Unified School District (PUSD), and \_\_\_\_\_ (CONTRACTOR). CONTRACTOR and PUSD may hereafter be referred to as “Party” or jointly “Parties”).

WITNESSETH:

PUSD desires to retain the services of CONTRACTOR for the **Paradise Unified School District Office – Carpet Replacement** (Project).

CONTRACTOR desires to perform the services requested by PUSD on the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1) Description of Work: CONTRACTOR shall perform the work described in the "Scope of Services" as is described in the attached Exhibit A.

a) This Agreement, and the work performed hereunder, shall be subject to, and in accordance with, the General Conditions attached as “Exhibit B” hereto.

2) Performance of Work: CONTRACTOR shall provide all labor, equipment, material, supplies, and services required or necessary to properly, competently and completely perform the work or render the services under this Agreement in accordance with the terms and specifications provided. CONTRACTOR shall determine the method, details and means of doing the work or rendering the services. Except as otherwise provided in this Agreement, all materials incorporated into the work shall be new.

CONTRACTOR shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work described in Exhibit A.

3) Bonds: Before commencement of work, CONTRACTOR shall deliver to PUSD both a payment bond (labor and material), and a performance bond guaranteeing the faithful performance of the contract, on the forms supplied by PUSD in an amount equal to the full Contract price. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period, whichever is later.

The bonds shall be in the form of a bond and not a deposit in lieu of a bond.

Each surety for the bond shall be an “admitted surety insurer,” as defined in Code of Civil Procedure section 995.120, and shall be named in the current US Department of Treasury Listing of Approved Sureties (Department Circular 570)

## Paradise Unified School District

The bonds shall be executed in the name of the surety insurer under penalty of perjury or the fact of execution of the bond shall be duly acknowledged before an officer authorized to take and certify acknowledgments, and either one of the following conditions, at the option of the surety insurer, is satisfied:

- (a) A copy of the transcript or record of the unrevoked appointment, power of attorney, bylaws, or other instrument, duly certified by the proper authority and attested by the seal of the insurer entitling or authorizing the person who executed the bond to do so for and in behalf of the insurer, is filed in the office of the clerk of the county of Butte.
- (b) A copy of a power of attorney is attached to the bonds.

The CONTRACTOR shall, in accordance with Code of Civil Procedure section 995.640, obtain from the clerk of the county of Butte and provide to PUSD a certificate stating that the surety is authorized by the Insurance Commissioner to transact surety business.

4) Compensation: Contract price is \$\_\_\_\_\_.

5) Term and Time for Completion: This Agreement shall become effective on the date first above written and will continue in effect until the services provided herein have been completed. CONTRACTOR shall commence ordering materials within **15** days of Notice to Proceed. CONTRACTOR shall complete the work within **fourteen (14) calendar days** of commencement.

6) Completion of Work; Payment for Services: Upon request by CONTRACTOR, PUSD shall promptly inspect the work. Once it is determined to be completed in accordance with the requirements of this Agreement, the work shall be accepted by PUSD and a Notice of Completion shall be recorded. After CONTRACTOR has satisfactorily completed all of the work, including corrections to the work, it shall make application to PUSD for payment. Payment of undisputed amounts shall be made within 40 (forty) days of recording of the Notice of Completion.

Payment of undisputed Contract amounts shall be contingent upon CONTRACTOR furnishing PUSD with a release of all claims against PUSD related to those amounts. Disputed Contract claims in stated amounts may be specifically excluded by CONTRACTOR from the operation of the release. Any claim that is not specifically excluded shall be deemed waived.

Each invoice shall be accompanied by proof that CONTRACTOR has paid for all materials billed to PUSD, and by CONTRACTOR's certification that all labor and services related to the Project, to date, have been paid.

Acceptance of the work by PUSD, or payment to CONTRACTOR by PUSD, does not in any manner relieve CONTRACTOR of its obligations under this Agreement.

7) Coordination; Project Meetings; Inspections: It is understood and acknowledged that PUSD's operations will continue during the Project and that PUSD will need notice of not less than 5 (five) days from CONTRACTOR if it becomes necessary to interrupt PUSD business in

## Paradise Unified School District

connection with CONTRACTOR's work. CONTRACTOR and PUSD agree to coordinate their schedules insofar as possible to minimize interference with one another. Project meetings shall be held between CONTRACTOR and PUSD as required during the Project to discuss the status of the Project and any unresolved issues. In addition, Project meetings shall be held upon request of either PUSD or CONTRACTOR provided that at least 24 (twenty-four) hours written notice is given. The cost of Project coordination and Project meetings are included in the Contract price. PUSD or its designated representative (PUSD) shall have final authority as to the interpretation of the Contract documents. CONTRACTOR shall direct all requests for information regarding such to PUSD. PUSD's determination, shall be binding, and CONTRACTOR shall, without exception, comply with that determination. If CONTRACTOR disputes PUSD's determination, it may present a claim under General Conditions, Section 10, Dispute Resolution. If CONTRACTOR fails to proceed according to Section 10, it shall be deemed to have waived any claim, as well as any associated right to a Contract price or term adjustment, arising out of or related to PUSD's determination.

### 8) Insurance Provisions:

a) The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. Additional Insured: PUSD, its elected or appointed officials, employees, Agents and volunteers are to be covered as Additional Insured's (utilizing Form CG2010 11/85 edition or an acceptable equivalent) by an endorsement to the general liability policy. A Form CG2010 11/85 edition acceptable equivalent is an Additional Insured Endorsement that includes the named insured's "ongoing" Operations and completed operations.

2. Primary Insurance: For any claims related to this Project, the CONTRACTOR's insurance coverage shall be primary insurance as respects to PUSD, its elected or appointed officials, employees, agents and volunteers. Any Insurance or self-insurance maintained by PUSD, its elected or appointed officials, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Cancellation Provision: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either Party, except after 30 (thirty) days prior written notice has been provided to PUSD.

b) Waiver of Subrogation: The CONTRACTOR's General Liability and Worker's Compensation insurance policies shall provide Waiver of Subrogation in favor of PUSD.

c) Builders Risk (Course of Construction) Insurance: Contractor shall procure and maintain Builder's Risk insurance (all-risk, special form with valuation on a replacement cost basis) on a 100 (one hundred) percent completed value of the Project for the benefit of PUSD, and the CONTRACTOR and Subcontractor, as their interest may appear. The policy shall contain a clause which provides coverage until the building is accepted by PUSD. If the Builder's risk policy contains an occupancy provision, permission for early occupancy

## Paradise Unified School District

must be obtained from the insurance company. The Policy should include debris removal, collapse, theft, and transit coverage with no coinsurance penalty provisions. The Builder's risk policy is primary and no insurance held or owned by PUSD shall be called upon to contribute to a loss. PUSD will not be responsible for loss of CONTRACTOR's tools or machinery.

d) Worker's Compensation: Before the Contract is entered into, the Bidder to whom it is awarded shall furnish to PUSD satisfactory proof that he and all Subcontractors he intends to employ have taken out, for the period covered by the proposed Contract, full compensation insurance and Employer's Liability with limits of at least \$1,000,000 (one million dollars) with an insurance carrier satisfactory to PUSD for all persons whom they may employ in carrying out the work contemplated under this Contract in accordance with the Act of the Legislature of the State of California, known as the "Workers' Compensation Insurance and Safety Act" approved May 26, 1913, and all Acts amendatory or supplemental thereto. Such insurance shall be maintained in full force and effect during the period covered by the Contract. In the event the CONTRACTOR is self-insured, he shall furnish a Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self-Insurance, Sacramento, California.

If the CONTRACTOR fails to maintain such insurance, PUSD may take out compensation insurance to cover any compensation which PUSD might be liable to pay under the provisions of said Act, as amended, by reason of any employee of the CONTRACTOR being injured or killed, and deduct and retain the amount of the premiums for such insurance from any sums due the CONTRACTOR under the Contract.

If an injury occurs to any employee of the CONTRACTOR for which the employee, or the employee's dependents in the event of the employee's death, is entitled to compensation from PUSD under the provisions of said Act as amended, or for which compensation is claimed from PUSD, PUSD may retain out of the sums due the CONTRACTOR under this Contract, an amount sufficient to cover such compensation, as fixed by said Act as amended, until such compensation is paid, or until it is determined that no compensation is due, and if PUSD is compelled to pay such compensation, it will deduct and retain from such sums the amount so paid.

The policies represented by the certificates must contain the provision (and the certificates must so state) that the insurance cannot be cancelled until thirty (30) days after written notice of intended revocation has been given to PUSD by certified mail.

e) Acceptability of Insurers: All required insurance must be written by an admitted company licensed to do business in the State of California at the time the policy is issued. All required Insurance as set forth in this Contract shall be underwritten by a company with a balance sheet strength, operating performance and business profile that are equal to or exceed an A VIII rating as listed in the A.M. Best Insurance Guide's latest edition. On a case-by-case basis PUSD may accept insurance written on a company listed on the State of California Department of Insurance List of Eligible Surplus Lines ("LESLI List") with a rating of A VIII or above as listed in Best's Insurance Guide's latest edition. Exception may

## Paradise Unified School District

be made for Workers' Compensation Insurance provided by the State Compensation Insurance Fund when not specifically rated.

f) Subcontractors: CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein, with the exception of Umbrella/Excess Liability Insurance, Builders' Risk Insurance, and Performance/Payment Bonds.

g) Proof of Insurance: CONTRACTOR shall furnish PUSD with original certificates and amendatory endorsements effecting coverage required by this contract. All certificates and endorsements are to be received and approved by PUSD before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. If the CONTRACTOR fails to maintain such insurance as specified by this Contract, PUSD may take out such insurance to cover any damages of the above mentioned classes for which the District might be held liable on account of the CONTRACTOR's failure to pay such damages, and deduct and retain the amount of the premium from any sums due the CONTRACTOR under the Contract.

PUSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

**Mail all certificates and endorsements to:**

Paradise Unified School District  
Attn: David McCready  
6696 Clark Road  
Paradise, CA 95969

9) Indemnification and Hold Harmless:

a) The CONTRACTOR shall indemnify, and hold PUSD harmless from all claims, demands, liability, loss, and costs (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or other dispute resolutions costs), claims arising from or encountered in connection with this Contract, or the prosecution of the work, excepting only such injury or harm caused by the PUSD's sole or active negligence or willful misconduct. Such indemnity shall also extend to claims by the employees of CONTRACTOR or its subcontractors.

b) CONTRACTOR's obligation to indemnity and its obligation to maintain liability and other insurance are separate and distinct. CONTRACTOR's obligation to indemnify is not restricted to insurance proceeds, if any, received by PUSD, or its directors, officers, employees, or authorized representatives.

c) CONTRACTOR's duty to indemnify, hold harmless and defend shall survive completion of the Project.

10) Warranties: CONTRACTOR warrants that the work will conform to the Contract and be free

## Paradise Unified School District

of defective materials or workmanship. CONTRACTOR's obligations to perform and complete the work shall be absolute.

11) Correction Period:

a) If within one year after the date of substantial completion (or such longer period of time as may be prescribed by the Contract), any work is found to be defective, or if the repair of any damages is found to be defective, then CONTRACTOR shall promptly, without cost to PUSD and in accordance with PUSD's written instructions:

i) Correct the defective repairs and/or defective work;

ii) If the defective work has been rejected by PUSD, remove it from the Project and replace it with work that is not defective; and,

iii) Satisfactorily correct or repair or remove and replace any damage to other work, to the work of others, or to other land or areas resulting therefrom.

b) If CONTRACTOR does not promptly comply with the terms of PUSD's written instructions, or in an emergency where delay would cause serious risk of loss or damage, PUSD may have the defective work corrected or repaired or may have the rejected work removed and replaced. CONTRACTOR shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

c) Where defective work (and damage to other work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such work will be extended for an additional period of 1 (one) year after such correction or removal and replacement has been satisfactorily completed.

d) CONTRACTOR's obligations under this Section are in addition to all other obligations and warranties. The provisions of this Section shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

12) Miscellaneous: This Contract constitutes the entire agreement of the Parties hereto and shall be binding on their successors and assigns. However, CONTRACTOR will not assign this Contract without the written consent of PUSD. No modification of this Contract shall be binding unless in writing signed by both parties. A waiver of any term, or any breach, of this Contract shall not be deemed a waiver of any other term or breach. If any provision of this Contract is held to be unenforceable, the remainder shall be severable and not affected thereby. Time is of the essence of this Contract.

13) Notices: Insofar as this Contract requires or contemplates the giving of notices, such notices

**Paradise Unified School District**

shall be deemed given when personally delivered in writing or facsimile transmission, or deposited in the United States mail, postage prepaid, as follows:

To **PUSD**:  
David McCready  
Asst. Superintendent  
Paradise Unified School District  
6696 Clark Road  
Paradise, CA 95969  
Facsimile No.: (530) 872-6409

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

14) Governing Law; Venue: This Contract shall be governed by the laws of the State of California. Any action to interpret or enforce the terms of this Contract, or for a breach of this Contract, shall be initiated and prosecuted in the County of Butte, State of California.

15) Liquidated Delay Damages: The work shall be completed as set forth in Section 5) Term and Time for Completion, above. For each day that completion is delayed beyond the specified time, the CONTRACTOR shall forfeit and pay to PUSD **\$1,000.00** which may be deducted from any payments due or to become due to the CONTRACTOR. CONTRACTOR and PUSD agree that the amount is reasonable under the circumstances existing at the time this Contract is made. Except as provided in this Section, CONTRACTOR shall not be responsible for delay damages.

16) Notice of Claims: PUSD shall make timely notification to CONTRACTOR of the receipt of any third-party claim relating to this Contract.

17) Lead-Based Paint: Pursuant to the Lead-Safe Schools Protection Act (Education Code section 32240, et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. CONTRACTOR must execute the Lead-Based Paint Certification, if applicable.

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IN WITNESS WHEREOF, the Parties have executed this Contract on the date first above written.

**Paradise Unified School District**

PUSD:

By \_\_\_\_\_  
David McCready, Asst. Superintendent

CONTRACTOR:

By \_\_\_\_\_

**Paradise Unified School District**

EXHIBIT "A"

**SCOPE OF SERVICES**

Replacement of existing carpet per **CARPET REPLACEMENT AT PARADISE UNIFIED DISTRICT OFFICE – DRAWING A1** and Project Manual dated March 22, 2023.

## Paradise Unified School District

### EXHIBIT "B"

#### GENERAL CONDITIONS

1) Independent Contractor: CONTRACTOR's relationship to PUSD is that of an independent CONTRACTOR. All persons hired by CONTRACTOR and performing the work shall be CONTRACTOR's employees or agents. PUSD shall not be obligated in any way to pay any wages or other claims by any such employees or agents or any other person by reason of this Agreement. CONTRACTOR shall be solely liable for losses, costs, damage or injuries by said employees or agents during the course of the work. CONTRACTOR shall not delegate any of the work to subcontractors without advance written approval of PUSD.

2) Employee Compensation and Hours:

a) This is a public work. CONTRACTOR, and any subcontractors, are subject to the requirements of Chapter 1, Part 7 of the Labor Code, commencing with Section 1720, pertaining to public works, and it is responsible for ascertaining and applying those requirements. Any person who willfully violates Article 2 of Chapter 1 is guilty of a misdemeanor. (Labor Code section 1777). All CONTRACTORS and subcontractors working on this Project must keep certified payroll records in accordance with Labor Code section 1776.

b) At the time of the bid, and at all times while performing the Work, CONTRACTOR, and its subcontractors listed in accordance with the provisions of Public Contract Code section 4104, shall be, and shall remain, registered and qualified to perform public work, pursuant to Labor Code sections 1725.5 and 1771.1. This Contract is subject to cancellation by PUSD upon determination that CONTRACTOR or any of its subcontractors are not in compliance with the provisions of those Sections.

c) This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations, as required by Labor Code section 1771.4. CONTRACTOR shall post job site notices, as prescribed by regulation. CONTRACTOR shall furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner.

d) Not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in Chapter 1, Part 7 of the Labor Code, shall be paid for each craft, classification, or type of worker needed to execute this Contract.

e) Copies of the prevailing rates of per diem wages are on file at PUSD's office and shall be made available on request. Alternatively, said rates are accessible on the Internet under the heading "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1". The Internet address is <http://www.dir.ca.gov/>.

f) A copy of the prevailing rate of per diem wages shall be posted at the work site.

## Paradise Unified School District

CONTRACTOR, and any subcontractor under it, shall pay not less than the prevailing rates of wages to all workers employed in the execution of this Contract. CONTRACTOR, and any subcontractor under it, shall be subject to penalties under Labor Code section 1775 for paying less than the prevailing wage rates.

g) CONTRACTOR shall keep accurate payroll records 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 it in connection with the work, and shall certify and make those records available for inspection and otherwise comply with the provisions of Labor Code sections 1776 and 1812. CONTRACTOR's failure to comply is a misdemeanor, as provided in Labor Code section 1777.

h) CONTRACTOR shall be subject to the provisions of Labor Code section 1777.5 pertaining to the employment of apprentices. CONTRACTOR shall pay every apprentice employed in the execution of this Contract the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered, and shall otherwise comply with the provisions of that section.

i) CONTRACTOR warrants that neither it nor any of its subcontractors is ineligible to work on public works projects pursuant to Section 1777.1 or 1777.7 of the Labor Code. CONTRACTOR is prohibited from performing work on this Contract with an ineligible subcontractor.

j) The time of service of any worker employed in the execution of this Contract is limited and restricted to 8 (eight) hours during any one calendar day, and 40 (forty) hours during any 1 (one) calendar week, except that work performed by CONTRACTOR's employees in excess of 8 (eight) hours per day, and 40 (forty) hours during any 1 (one) week, shall be permitted upon compensation for all hours worked in excess of 8 (eight) hours per day at not less than 1 1/2 (one and one-half) times the basic rate of pay, or at any higher rate of overtime pay that may be required pursuant to a Department of Industrial Relations prevailing wage determination. CONTRACTOR, or any subcontractor working under it, shall be subject to penalties under Labor Code section 1813 for violations of these limitations.

k) CONTRACTOR shall secure the payment of worker's compensation to its employees performing the work, in accordance with the provisions of Sections 1860 and 3700 of the Labor Code and, in case any such work is sublet, the CONTRACTOR shall require the subcontractor similarly to comply with those provisions.

3) Drug Free Workplace Certificate: In accordance with California Government Code sections 8350, et seq., the Drug Free Workplace Act of 1990, the CONTRACTOR will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Contract. The CONTRACTOR will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code sections 8350, et seq. Failure of the CONTRACTOR to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code sections 8350, et seq. may result in penalties, including without limitation, the termination of the Contract, the suspension of any payment of the

## Paradise Unified School District

Contract price otherwise due under the Contract documents and/or debarment of the CONTRACTOR.

4) Laws and Regulations; Permits; Safety:

a) CONTRACTOR shall comply and shall ensure the compliance of subcontractors with all applicable federal and state laws, federal and state safety orders, local ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project, and they will be deemed to be included in the Contract the same as though herein written out in full.

b) Any and all permits from local government entities shall be the responsibility of the CONTRACTOR.

c) In accordance with generally accepted practices and in accordance with California State Safety Orders, the CONTRACTOR will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

5) Facilities:

PUSD shall assume the responsibility, between the Parties to the Contract, for the timely removal, relocation, or protection of existing utilities located on the site of the Project that is a subject of the Contract, if such utilities are not identified by PUSD in the Contract. CONTRACTOR shall be compensated for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Contract with reasonable accuracy, and for equipment on the Project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of PUSD or the owner of the utility to provide for removal or relocation of such utility facilities.

Nothing herein shall be deemed to require the PUSD to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the Project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve PUSD from identifying utilities in the Contract.

If CONTRACTOR while performing the Contract discovers utility facilities not identified by PUSD in the Contract documents, it shall immediately notify the PUSD and the utility in writing.

This Section does not relieve CONTRACTOR of its obligations under the Regional Notification Center System, Section 4216, et seq., of the California Government Code.

6) Plan: Pursuant to Labor Code section 6705, the CONTRACTOR shall submit, in advance of excavation of any trench or trenches five feet or more in depth, a detailed plan showing the design of shoring, bracing, or sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, acceptable to

## Paradise Unified School District

PUSD. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

Pursuant to Labor Code section 6707, for trenches or other excavations which are five feet or deeper, CONTRACTOR's bid shall contain adequate sheeting, shoring, and bracing or equivalent method for the protection of life or limb, which shall conform to applicable safety orders.

7) Conditions: In accordance with Section 7104 of the California Public Contract Code, the CONTRACTOR shall, when work involves digging trenches or other excavations deeper than 4 feet below the surface, promptly, and before the following conditions are disturbed, notify PUSD, in writing, of any:

- a) 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.
- b) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
- c) 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 the Contract.

PUSD 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 the Contract.

In the event that a dispute arises between the PUSD and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's 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 the Contract, but shall proceed with all work to be performed under the Contract. Section 10, below, pertaining to the resolution of disputes shall in that case apply.

8) Storage of Equipment and Materials; Cleanup: CONTRACTOR's equipment and materials stored in the work area must not interfere with PUSD's access to its facilities. CONTRACTOR shall be solely responsible for any equipment or materials wherever they may be stored, and PUSD will bear no responsibility, nor accountability whatsoever, for any damages or losses. CONTRACTOR shall keep the worksite in a neat and orderly condition and, upon completion, shall thoroughly clean the site and remove and dispose of all debris.

9) Extra Work:

- a) Although the work is intended to be a turn-key project, PUSD reserves the right at any time during the course of the Contract to order the CONTRACTOR to perform extra work,

## Paradise Unified School District

furnish extra material or equipment, or to make changes altering, adding to, or deducting from the work, without invalidating the Contract or bonds. Changes shall not be binding upon either PUSD or the CONTRACTOR unless made in writing in accordance with this Section.

b) Changes shall originate with PUSD who will transmit to the CONTRACTOR a written request for a proposal covering the requested change, setting forth the work in detail. Upon receipt of such request, the CONTRACTOR shall promptly submit in writing to PUSD a proposal offering to perform such change, a request for any required extension of time caused by such change, and an itemized statement of the cost or credit for the proposed change. Failure of the CONTRACTOR to include a request for extension of time in the proposal shall constitute conclusive evidence that such extra work or revisions will entail no delay and that no extension of time will be required.

c) If the CONTRACTOR's proposal is accepted and authorized by PUSD, a written Change Order will be issued by PUSD stating that the extra work or change authorized, and granting any required adjustments of Contract price and of time of completion.

d) If an agreement is not reached, PUSD may order the CONTRACTOR, by a written Change Order, to perform extra work or to make changes on a cost-plus basis. Such Change Order shall specify the estimated amount of the payment to be made and the time extension to be allowed for such work or changes. The CONTRACTOR shall perform such work and shall furnish the PUSD with itemized bills only for the actual payroll costs for employees in the direct employ of CONTRACTOR or subcontractors, materials and equipment furnished and incorporated in the work, plus a fair and reasonable amount for overhead and profit on such work.

e) The performance of extra work or changes pursuant to such Change Order shall be in accordance with this Agreement (and any bonds). No extra work shall be performed and no change shall be made unless pursuant to written Change Order, and no claim for an addition to the Contract price shall be valid unless so ordered.

f) If CONTRACTOR disputes PUSD's determination of compensation or time extensions for extra work or changes, it shall proceed as provided in Section 10, Dispute Resolution, below. Failure of CONTRACTOR to comply with that Section shall be deemed a waiver of such claim. CONTRACTOR shall in any case proceed with the work as directed.

10) Dispute Resolution: CONTRACTOR claims shall be resolved in accordance with the provisions of Article 1.5, Chapter 1, Part 3, Division 2 of the Public Contract Code, commencing with Section 20104.

Claims by the CONTRACTOR for (a) a time extension, (b) payment of money or damages arising from work done by, or on behalf of, CONTRACTOR pursuant to this Agreement and payment of which is not otherwise expressly provided for or CONTRACTOR is not otherwise entitled to, or (c) an amount the payment of which is disputed by PUSD shall be subject to the following requirements:

## Paradise Unified School District

- a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed within 20 (twenty) days of the dispute giving rise to the claim or before the date of final payment, whichever first occurs.
- b)
- (i) For claims of less than \$50,000 (fifty thousand dollars), PUSD shall respond in writing to any written claim within 45 (forty-five) days of receipt of the claim, or may request, in writing, within 30 (thirty) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim PUSD may have against CONTRACTOR.
  - (ii) If additional information is thereafter required, it shall be requested and provided pursuant to this Subdivision, upon mutual agreement of PUSD and CONTRACTOR.
  - (iii) PUSD's written response to the claim, as further documented, shall be submitted to CONTRACTOR within 15 (fifteen) days after receipt of the further documentation or within a period of time no greater than that taken by CONTRACTOR in producing the additional information, whichever is greater.
- c)
- (i) For claims of over \$50,000 (fifty thousand dollars) and less than or equal to \$375,000 (three hundred seventy-five thousand dollars), PUSD shall respond in writing to any written claim within 60 (sixty) days of receipt of the claim, or may request, in writing, within 30 (thirty) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim PUSD may have against CONTRACTOR.
  - (ii) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of PUSD and CONTRACTOR.
  - (iii) PUSD's written response to the claim, as further documented, shall be submitted to CONTRACTOR within 30 (thirty) days after receipt of the further documentation, or within a period of time no greater than that taken by CONTRACTOR in producing the additional information or requested documentation, whichever is greater.
- d) Claims of more than \$375,000 (three hundred seventy-five thousand dollars) shall be handled in the same manner as claims of more than \$50,000 (fifty thousand dollars) but less than or equal to \$375,000 (three hundred seventy-five thousand dollars).
- e) If CONTRACTOR disputes PUSD's written response, or PUSD fails to respond within the time prescribed, CONTRACTOR may so notify PUSD, in writing, either within 15 (fifteen) days of receipt of PUSD's response or within 15 (fifteen) days of PUSD's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, PUSD shall schedule a meet and confer conference within 30 (thirty) days for settlement of the dispute.

## Paradise Unified School District

f) Following the meet and confer conference, if the claim or any portion remains in dispute, CONTRACTOR 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. A failure to file a Government Code claim may preclude CONTRACTOR from pursuing the matter further. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time CONTRACTOR submits its written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

g) These requirements do not apply to tort claims and nothing in them is intended nor shall be construed to change the time periods for filing tort claims or actions specified by 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.

The following procedures are established for all civil actions filed to resolve claims subject to Article 1.5, Chapter 1, Part 3, Division 2 of the Public Contract Code:

a) Within 60 (sixty) days, but no earlier than 30 (thirty) 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 for the selection within 15 (fifteen) days by both Parties of a disinterested third person as mediator, shall be commenced within 30 (thirty) days of the submittal, and shall be concluded within 15 (fifteen) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both Parties. If the Parties fail to select a mediator within the 15 (fifteen) day period, any Party may petition the court to appoint the mediator.

b)

(i) 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 2016.010) 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.

(ii) Notwithstanding any other provision of law, upon stipulation of the Parties, arbitrators shall be experienced in construction law, and, upon stipulation of the Parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and 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 these fees or expenses be paid by state or county funds.

(iii) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any Party who after receiving an arbitration award

## Paradise Unified School District

requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other Party arising out of the trial de novo.

c) The court may, upon request by any Party, order any witnesses to participate in the mediation or arbitration process.

### 11) Termination:

a) Termination for Convenience: PUSD may terminate this Agreement with CONTRACTOR at any time without cause. PUSD shall so notify CONTRACTOR in writing. Upon written notification, this Agreement shall be terminated and the CONTRACTOR shall immediately stop the CONTRACTOR's work on the Project, follow all PUSD instructions, and mitigate all costs and damages. Provided CONTRACTOR is not in breach, PUSD shall be responsible for all costs incurred by CONTRACTOR up to the date of termination without cause.

b) Termination for Cause: PUSD may terminate this Agreement and is relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. CONTRACTOR shall be notified in a timely manner of default and provided 30 (thirty) days in which to remedy the default. If, at the end of the 30 (thirty) days, remedy is not made or does not satisfy the default, PUSD shall notify the CONTRACTOR of the breach and thereby the termination of this Contract. In the event of such termination, PUSD may proceed with the work in any manner deemed proper by PUSD. The cost to PUSD shall be deducted from any sum due the CONTRACTOR under this Agreement and the balance, if any, shall be retained by the PUSD.

12) Assignment: CONTRACTOR hereby offers and agrees to assign to PUSD 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 Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 1670] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time PUSD tenders final payment to the CONTRACTOR, without further acknowledgement by the Parties.

13) Non-Collusion Affidavit: In accordance with Section 7106 of the California Public Contract Code, the bidder declares under penalty of perjury 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 matter, 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

## Paradise Unified School District

or any breakdown thereof, or of 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.

14) Equal Opportunity: Pursuant to Labor Code section 1735, CONTRACTOR, and its subcontractors, shall not discriminate in the employment of persons on this work on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every CONTRACTOR for public works who violates this section is subject to penalties. CONTRACTOR, and his/her subcontractors, shall also comply with all other applicable laws pertaining to equal employment opportunity.

15) Listing of Subcontractors: The CONTRACTOR shall comply with the requirements of the Subletting and Subcontracting Fair Practices Act, California Public Contract Code section 4100, et seq. (the Act). CONTRACTOR shall not engage in bid shopping and bid peddling or otherwise circumvent the requirements of the Act.

CONTRACTOR shall, in its bid or offer, set forth:

(a) The name, the location of the place of business, and the California CONTRACTOR license number of each subcontractor who will perform work or labor or render service to CONTRACTOR in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to CONTRACTOR, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the CONTRACTOR's total bid.

(b) The portion of the work that will be done by each subcontractor under this Act. The CONTRACTOR shall list only one subcontractor for each portion as is defined by the CONTRACTOR in his or her bid.

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

If after award of contract, the CONTRACTOR subcontracts, except as provided for in Section 4107 or 4109, any such portion of the work, the CONTRACTOR shall be subject to the penalties named in Section 4111.

The CONTRACTOR may not substitute a person as subcontractor in place of the subcontractor listed in the original bid, except as provided in the Act.

16) Payments: Payment of undisputed amounts is contingent upon the CONTRACTOR furnishing the PUSD with a release of all claims against PUSD arising by virtue of the Agreement

## Paradise Unified School District

related to those amounts. Disputed Contract claims in stated amounts may be specifically excluded by the CONTRACTOR from the operation of the release.

### 17) Extra Work Claims.

a) Notwithstanding any provision to the contrary in Section 10 above, CONTRACTOR's claims pertaining to the performance of PUSD authorized changes in the Work shall be governed by Public Contract Code section 9204. Key provisions of that Section are summarized below:

(b) "Claim" means a separate demand by CONTRACTOR sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(i) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by PUSD under this Contract.

(ii) Payment by PUSD of money or damages arising from work done by, or on behalf of, CONTRACTOR pursuant to this Agreement and payment for which is not otherwise expressly provided or to which the CONTRACTOR is not otherwise entitled.

(iii) Payment of an amount that is disputed by PUSD.

(c) Upon receipt of a claim pursuant to this Section, PUSD shall conduct a reasonable review of the claim and, within a period not to exceed 45 (forty-five) days, shall provide CONTRACTOR a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, PUSD and a CONTRACTOR may, by mutual agreement, extend the time period provided in this subdivision.

(d) CONTRACTOR shall furnish reasonable documentation to support the claim.

(e) Any payment due on an undisputed portion of the claim shall be processed and made within 60 (sixty) days after PUSD issues its written statement.

(f) If CONTRACTOR disputes PUSD's written response, or if PUSD fails to respond to a claim, CONTRACTOR may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, PUSD shall schedule a meet and confer conference within 30 (thirty) days for settlement of the dispute.

(g) Within 10 (ten) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, PUSD shall provide CONTRACTOR a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 (sixty) days after PUSD issues its written statement. Any disputed portion of the claim, as identified by CONTRACTOR in writing, shall be submitted to nonbinding mediation, with the public entity and CONTRACTOR sharing the associated costs equally. If the mediation is

## Paradise Unified School District

unsuccessful, the parts of the claim remaining in dispute shall be subject to Section 5-123.

(h) Failure by PUSD to respond to a claim from CONTRACTOR within the time periods described herein or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety.

(i) Amounts not paid in a timely manner as required by this Section shall bear interest at 7 (seven) percent per annum.

(j) CONTRACTOR may present to PUSD a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that CONTRACTOR present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 (forty-five) days of receipt of this written request, CONTRACTOR shall notify the subcontractor in writing as to whether CONTRACTOR presented the claim to the public entity and, if CONTRACTOR did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(i) Nothing in this Section creates or acknowledges a contractual or other legal relationship between PUSD and any subcontractor.

(ii) Nothing in this Section creates or acknowledges in a subcontractor a direct claim or cause or right of action against PUSD.

(iii) Nothing in this Section imposes on PUSD an obligation to review claims presented directly by a subcontractor or, with regard to claims made by CONTRACTOR on behalf of a subcontractor, to issue written statements to the subcontractor, or to meet and confer with the subcontractor, or to mediate claims with the subcontractor, or to make payments to the subcontractor.

(k) Except as provided herein, this Section does not alter extra work, change order, claim, or dispute resolution procedures and requirements set forth in this Contract.

(l) PUSD will only pay for work that is directed, ordered, or approved in writing prior to the beginning of the work by the PUSD's General Manager. CONTRACTOR will not be compensated for any work that is not directed, ordered, or approved by the PUSD General Manager or assigns in writing, in advance, including any work performed pursuant to an oral request, directive, or commitment by anyone representing PUSD.

### 18) Underground Facilities:

PUSD shall assume the responsibility, between the parties to the Contract, for the timely removal, relocation, or protection of existing utilities located on the site of the Project that is a subject of the Contract, if such utilities are not identified by PUSD in the Contract. CONTRACTOR shall be compensated for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the

## Paradise Unified School District

Contract with reasonable accuracy, and for equipment on the Project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of PUSD or the owner of the utility to provide for removal or relocation of such utility facilities.

Nothing herein shall be deemed to require the PUSD to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the Project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve PUSD from identifying utilities in the Contract.

If CONTRACTOR while performing the Contract discovers utility facilities not identified by PUSD in the Contract documents, it shall immediately notify the PUSD and the utility in writing.

This section does not relieve CONTRACTOR of its obligations under the Regional Notification Center System, Section 4216, et seq., of the California Government Code.

19) Trenching Plan: Pursuant to Labor Code section 6705, the CONTRACTOR shall submit, in advance of excavation of any trench or trenches five(5) feet or more in depth, a detailed plan showing the design of shoring, bracing, or sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, acceptable to PUSD. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

Pursuant to Labor Code section 6707, for trenches or other excavations which are five (5) feet or deeper, CONTRACTOR's bid shall contain adequate sheeting, shoring, and bracing or equivalent method for the protection of life or limb, which shall conform to applicable safety orders.

20) Unforeseen Conditions: In accordance with Section 7104 of the California Public Contract Code, the CONTRACTOR shall, when work involves digging trenches or other excavations deeper than four (4) feet below the surface, promptly, and before the following conditions are disturbed, notify PUSD, in writing, of any:

- a) Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Health and Safety Code section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- b) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
- c) 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 the Contract.

PUSD 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

## **Paradise Unified School District**

cost of, or the time required for, performance of any part of the work shall issue a Change Order under the procedures described in the Contract.

In the event that a dispute arises between the PUSD and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's 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 the Contract, but shall proceed with all Work to be performed under the Contract. Section 10 pertaining to the resolution of disputes shall in that case apply.

**PERFORMANCE BOND**

**Know all men by these presents**, that

**WHEREAS**, PARADISE UNIFIED SCHOOL DISTRICT (hereinafter DISTRICT), at a regular Business Meeting on \_\_\_\_\_, have awarded to \_\_\_\_\_, hereinafter designated as the Contractor, a contract for **Paradise Unified School District Office – Carpet Replacement**.

**WHEREAS**, said Contractor is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

**NOW, THEREFORE**, We, the Contractor and \_\_\_\_\_, as Surety, are held and firmly bound unto the PARADISE UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT, in the penal sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

**The condition of the obligation is such**, that if the above bonded 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 said contract and any alteration thereof made as therein provided, on his or their parts to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless District, its officers and agents, as therein stipulated, then this obligation shall become null and void. Otherwise it shall be and remain in full force, virtue, and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the specifications accompanying the same shall in anywise affect its obligations on this bond, it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

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

Surety further agrees that death of the Contractor shall not relieve the surety of its obligations hereunder.

**In witness whereof**, five (5) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the

Contractor and Surety above named on the \_\_\_\_\_ day \_\_\_\_\_ of  
20\_\_\_\_.

(To be signed by  
Contractor and Surety  
and acknowledgment  
and notarial seal to  
be attached.)

\_\_\_\_\_  
Principal

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

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

\_\_\_\_\_  
Surety

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

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

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

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

Authorized District Signature

**PAYMENT BOND**

**Know all men by these presents:** that

**WHEREAS**, PARADISE UNIFIED SCHOOL DISTRICT (hereinafter "DISTRICT") and \_\_\_\_\_, hereinafter designated as the "Contractor", have entered into a contract for the furnishing of all materials, labor services and transportation necessary, convenient, and proper with said Agreement dated and all of the contract documents attached to or forming a part of said Agreement, are hereby referred to and made a part hereof, and

**WHEREAS**, pursuant to Sections 9550 to 9566, inclusive, of the Civil Code of California, the Contractor is required before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the contract is awarded.

**NOW, therefore, these presents witnesseth:** That the said Contractor and the undersigned \_\_\_\_\_, as corporate surety, are held and firmly bound unto all laborers, material, men, and other persons referred to in said statutes in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States, by the terms of said contract, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally by these presents.

The condition of this obligation is that if the said Contractor or any of his or its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all or either of them shall fail to pay for any materials, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor hereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any of the persons named in Section 9100 of the California Civil Code, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor or any of his or its subcontractors under Section 103020 of the Unemployment Insurance Code with respect to such work or labor, that said Surety will pay the same in amount not exceeding the amount hereinabove set forth, and also, in case suit is brought upon this bond, will pay reasonable attorneys' fees to be awarded and fixed by the court and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

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

(To be signed by Contractor and Surety and acknowledgment and notarial seal to be attached.)

\_\_\_\_\_  
PRINCIPAL

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

TITLE: \_\_\_\_\_

\_\_\_\_\_  
SURETY

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

TITLE: \_\_\_\_\_

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

By \_\_\_\_\_

Authorized District Signature

**PREVAILING WAGE CERTIFICATION**

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all work on the Project.

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

Proper Name of Contractor: \_\_\_\_\_

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

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

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

## **DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT: **Paradise Unified School District Office – Carpet Replacement**

Between Paradise Unified School District (“District” or “Owner”) and \_\_\_\_\_

\_\_\_\_ (“Contractor” or “Bidder”), **Paradise Unified School District Office – Carpet Replacement** (“Contract” or “Project”). This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by 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 of the contract or grant, and the CONTRACTOR or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. The District is not a “state agency” as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350, et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

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

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c)

requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

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, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq. I acknowledge that I am aware of the provisions of Government Code section 8350, et seq., and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date:

Proper Name of Contractor: \_\_\_\_\_

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

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

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

**CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

The undersigned does hereby certify to the governing board of Paradise Intermediate School District (the District) that (1) he/she is a representative of the Contractor, (2) he/she is familiar with the facts herein certified, (3) he/she is authorized and qualified to execute this Certificate on behalf of Contractor; and (4) that the following is true and correct:

1. Education Code. Contractor has taken at least one of the following actions with respect to the **Paradise Unified School District Office – Carpet Replacement** (the Project) (check all that apply):

- a. \_\_\_\_\_ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

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

\_\_\_\_\_ The work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the subcontractor(s) that will be on the Project site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils

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Paradise Unified School District Office – Carpet Replacement  
CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

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

Proper Name of Contractor: \_\_\_\_\_

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

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

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

**LEAD-PRODUCT(S) CERTIFICATION**

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead- containing paint and lead products. Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by Paradise Unified School District (the District). All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the CONTRACTOR, its workers and subcontractors, fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including Title 8, California Code of Regulations, Section 1532.1). Any and all Work which may result in the disturbance of lead- containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The CONTRACTOR shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the CONTRACTOR.

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the CONTRACTOR to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the CONTRACTOR to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY,

THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

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

Proper Name of Contractor: \_\_\_\_\_

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

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