



ADDENDUM NO. 02
August 20, 2018

To Drawings and Specifications dated June 29, 2018.

RIVER OAKS ELEMENTARY SCHOOL – FA / IA Upgrades
Galt Joint Union Elementary School District

Prepared by: **PBK**
2520 Venture Oaks Way, Suite 440
Sacramento, California 95833

PBK Project Nos.: 17232

- A. Receipt of this Addendum shall be acknowledged on the Bid Form.
- B. This Addendum forms part of the Contract documents for the above referenced project and shall be incorporated integrally therewith.
- C. Each bidder shall make necessary adjustments and submit this proposal with full knowledge of all modifications, clarifications, and supplemental data included therein. Where provisions of the following supplemental data differ from those of the original Contract Documents, this Addendum shall govern.

GENERAL INFORMATION

- Item No. 1 We received a Bid Protest and are now re-bidding this project as Fire Alarm and Intrusion Alarm only. The Painting Package has been removed from the scope because it will now be too late in the season to complete the project before the weather changes. All current paint bids are being rejected and the project will be re-bid in the spring. Addendum 02 shall serve as official notification of the re-bid of the Fire Alarm, Intrusion alarm project; based on approved drawings and specifications DSA App. No. 02-116659 and Addendum 01 issued August 06, 2018.
- Item No. 2 The District is extending the pre-qualification of contractors to September 04, 2018 at 10:00. Any pre-qualification forms received after that date and time will not be considered. Any contractor that is already pre-qualified with the District does not need to re-apply. You can download the form by going to the District website at <http://gjuesd-ca.schoolloop.com/>

SPECIFICATIONS

- Item No. 3 Specification Section 00 11 00 – Replace Section 1 Notice to Contractors Calling for Bids, Section 2 Information for Bidders, Section 3 Contract Bid Forms, and Section 4 Agreement with the attached documents.

END OF ADDENDUM NO. 02

BID and CONTRACT DOCUMENTS

for

River Oaks Elementary School Fire, Intrusion Alarm Up-Grade

for the

Galt Joint Union Elementary School District

June 29, 2018

CONSTRUCTION SET

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Section 1

Notice to Contractors Calling for Bids

for

River Oaks Elementary School Fire, Intrusion Alarm Up-Grade

for the

Galt Joint Union Elementary School District

June 29, 2018

Kevin Sellstrom, Maintenance and Operations Supervisor
Galt Joint Union Elementary School District

NOTICE TO CONTRACTORS CALLING FOR BIDS

NOTICE IS HEREBY GIVEN that the Galt Joint Union Elementary School District ("District"), acting by and through its Board of Trustees, hereinafter referred to as the DISTRICT will receive up to, but not later than **2:00 p.m.** on **September 10, 2018**, sealed bids for the award of a contract for the **River Oaks Elementary School – Fire, Intrusion Alarm Up-Grade** Bids shall be received at the Galt Joint Union Elementary School District office located at 1018 C St Suite 210, Galt, CA 95632 and shall be opened and publicly read aloud at the above-stated time and place. Responses must be sealed and clearly marked "**River Oaks Elementary School – Fire, Intrusion Alarm Up-Grade – Bid Package 2018.1.6.20.**" Facsimile copies of the bid will not be accepted.

Each bid must conform and be responsive to this Notice to Contractors, the Information for Bidders, and all other documents comprising the pertinent Contract Documents. All interested parties may obtain a copy of the bid package from the District office, 1018 C St Suite 210, Galt, CA 95632.

The successful bidder shall commence work on or about **October 01, 2018**. All work for all disciplines shall be completed by **December 31, 2018**. There will be a Mandatory job walk at **River Oaks Elementary School**, at **11:00 a.m. on August 29, 2018**.

Notice: All work shall be performed after school hours, during staff development days and weekends.

In contracts involving expenditures in excess of \$25,000.00, the successful bidder shall file a payment bond issued by an admitted Surety authorized to conduct business in California, in the form set forth in the Contract Documents. A payment bond may be required for contracts involving smaller expenditures at the option of the District.

All forms must be completed, signed, and returned with the bid. The contract award will be based on the lowest responsive and responsible bidder. The lowest bid shall be the lowest total of the bid prices on the base contract. Minority, women, and disabled veteran contractors are encouraged to submit bids.

The contract is for a public work. Contractor and any subcontractor shall pay all workers on the project at least the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1770 et seq. Prevailing wage rates are available from the District or online at: <http://www.dir.ca.gov>.

No contractor or subcontractor may be listed on a bid proposal or awarded a contract for public work unless currently registered with the DIR pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR.

Each bidder shall be a licensed contractor at the time the bid pursuant to the Business and Professions Code and such license(s) shall remain in active and good standing for the duration of the contract. The bidder shall be licensed in one or more the following classifications: **California B – General Building Contractor and C-10 or C-10 Electrical Contractor License in good standing.**

Signed: **Kevin Sellstrom**, Maintenance and Operations Supervisor
Galt Joint Union Elementary School District
1018 C St Suite 210, Galt, CA 95632

Section 2

Information for Bidders

for

River Oaks Elementary School Fire, Intrusion Alarm Up-Grade

for the

Galt Joint Union Elementary School District

June 29, 2018

Kevin Sellstrom, Maintenance and Operations Supervisor
Galt Joint Union Elementary School District

INFORMATION FOR BIDDERS

1. Preparation and Availability of Bid Form

The District invites bids on the attached form to be submitted by qualified contractors to the District at such time and place as is stated in the Notice to Contractors Calling for Bids, not later than **2:00 p.m. on September 10, 2018**. Bids shall only be prepared using the copy of the Bid Form included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the District will not be permitted. Bids shall be received at the Galt Joint Union Elementary School District office, located at 1018 C St Suite 210, Galt, CA 95632. All blanks in the bid form must be appropriately filled in, and all prices must be stated in both words and figures. If a different price is stated in words than is stated in figures, the price stated in words shall be the price bid.

QUESTIONS CONCERNING BID DOCUMENTS: Any questions pertaining to the Bid or the Bid documents are to be directed via e-mail only to the District's Administrative Assistant to District Operations, Marie Williams. @ mwilliams@galt.k12.ca.us

Any clarifications resulting from questions will be distributed to all firms participating in this opportunity who have received a copy of the Bid documents. Questions received after **10:00 a.m. on September 04, 2018, will NOT be addressed.**

2. Bid Security

Bids must be accompanied by a certified check, cashier's check, or bidder's bond (executed by the Bidder as principal and surety as obligor), in the form and content attached hereto, for an amount not less than ten percent (10%) of the amount of the base bid, made payable to the order of the Galt Joint Union Elementary School District ("Bid Security")

Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The surety insurer must, unless otherwise agreed to by District in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. The District reserves the right to approve or reject the surety insurer selected by the Contractor and to require the Contractor to obtain a bond from a surety satisfactory to the District.

The check or bid bond shall be given as a guarantee that the Bidder shall execute the Contract if it be awarded to the Bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the Bidder. Failure to provide the required documents may result in forfeiture of the Bidder's bid deposit or bond to the District and the District may award the Contract to the next lowest responsible Bidder, or may call for new bids.

3. Faxed and Electronic Mail Bids

All bids must be under sealed cover. District will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission.

4. Signing of Bids

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

5. Modifications

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

6. Erasures/Mutilation of Bid Documents

The Bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.

Contractors should not deface or mutilate the bid documents to the extent that they may not be usable for construction purposes. Bid documents obtained under deposit shall be returned within 10 days after bid opening.

7. Examination of Site and Contract Documents

Each Bidder shall visit the site(s) of the proposed work and fully acquaint itself with the conditions relating to the construction and labor so that it may fully understand the

facilities, difficulties, and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Drawings and Specifications. The failure or omission of any Bidder to receive or examine any Contract Documents, forms, instruments, addenda, or other documents or to visit the site(s) and acquaint itself with conditions there existing shall in no way relieve any Bidder from obligations with respect to its bid or to the Contract. The Bidder is responsible to obtain any geotechnical and/or soils report pertaining to the site of the work at Bidder's expense, if applicable. Although any such report does not operate as a warranty or guarantee of site conditions, the submission of a Bid shall be taken as prima facie evidence of compliance with all terms of this section.

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the District by submission of a written request for an interpretation or correction to the District. Such submission, if any, must be sent to the District's M&O Supervisor.

Any interpretation of the Contract Documents will be made only by written addenda duly issued and mailed or delivered to each person or firm who has obtained a set of Contract Documents directly from the District. The District will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Bidder, and no Bidder should rely on any such oral interpretation.

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

7.1 Each Bidder, by making its bid, represents that it has read and understands the Contract and Contract Documents and any and all related reports and information. After executing the Agreement, no consideration will be given to any claim of misunderstanding of the documents.

7.2 Each Bidder, by making its bid, represents that it has visited the site(s), inspected the area of the work, and familiarized itself with the local conditions under which the work is to be performed, including sub-surface conditions, as appropriate. Such inspection shall specifically consider requirements for accessing the site and determining the work can be completed as required by, and as shown in, the Contract Documents.

7.3 With District's approval, including provision of insurance as required, and after scheduling access with the District, each Bidder may conduct additional site investigations at the Bidder's sole cost.

8. Withdrawal of Bids

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative.

9. Agreements and Bonds

The Agreement form, which the successful Bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds, which will be required to furnish at

the time of execution of the Agreement, are included in the Contract Documents and shall be carefully examined by the Bidder. The required number of executed copies of the Agreement, the Performance Bond, and the Payment Bond is as specified in the Special Conditions.

The Performance Bond must be executed by an admitted surety insurer approved to conduct business in the State of California which meets the highest standards the District is legally permitted to establish and which it has established. The surety insurer must, unless otherwise agreed to by District in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. The District reserves the right to approve or reject the surety insurer selected by the Contractor and to require the Contractor to obtain a bond from a surety satisfactory to the District.

The Payment Bond must be in the amount of one hundred percent (100%) of the total amount payable. Bonds shall be in the form set forth in the Contract Documents.

10. Bidders Interested in More Than One Bid and Bidders Not Qualified to Bid

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or making a prime proposal. No person, firm, or corporation shall be allowed to bid who has participated in the preparation of contract specifications; a bid by such a person, firm, or corporation shall be determined to be nonresponsive.

11. Award of Contract

The Contract shall be awarded to the lowest responsible and responsive bidder as interpreted by the District under California law and the Contract Documents, including the Notice to Contractors Calling for Bids and these Instructions. The District will issue a Notice of Intent Award of Contract, identifying the bidder to whom the District intends to award the Contract and the date/time/place of the District's board meeting at which the award of the Contract will be considered. The District reserves the right, without any liability, to cancel the award of any bid for any reason at any time before the full execution of the Agreement between Owner and Contractor.

The District may reject any bid which, in its opinion when compared to other bids received or to the District's internal estimates, does not accurately reflect the cost to perform the Work. The District may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bid or in the bidding process.

12. Additive and Deductive Items – Method of Determining Basis of Award

Pursuant to Public Contract Code section 20103.8, should this bid solicitation include

additive and/or deductive items, the checked [X] method shall be used to determine the lowest bid:

(a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

(b) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in the numerical order set forth in the bid form.

(c) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified list of those items that, when in the bid form and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the District before the first bid is opened.

(d) The lowest bid shall be determined in a manner that prevents any information that would identify any of the Bidders from being revealed to the public entity before the ranking of all Bidders from lowest to highest has been determined.

If no method is checked, sub-paragraph (a) shall be used to determine the lowest bid.

Notwithstanding the method used by the District to determine the lowest responsible Bidder, the District retains the right to add to or deduct from the Contract any of the additive or deductive items included in the bid solicitation.

13. Evidence of Responsibility

Upon the request of the District, a Bidder whose bid is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the Bidder's financial resources, the Bidder's construction experience in the type of work being required by the District, and the Bidder's organization available for the performance of the Contract and any other required evidence of the Bidder's qualifications to perform the Contract. The District may consider such evidence before making its decision awarding the Contract. Failure to submit requested evidence of a Bidder's responsibility to perform the Contract may result in rejection of the Bid.

14. Listing Subcontractors

Each Bidder shall submit in its bid a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 et seq.). Contractor shall provide the address, phone number, and license number of each listed subcontractor. Forms for this purpose are furnished with the Contract Documents.

15. Workers' Compensation

In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with District the following certificate prior to performing the work under this Contract:

I am aware of the provisions of section 3700 of the Labor Code

which 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.

The form of such certificate is included as part of the Contract Documents.

16. Substitution of Security

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. The District will retain five percent (5%) of each progress payment as provided by the Contract Documents.

17. Contractor's License and Certifications

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all Bidders must possess proper licenses for performance of this Contract prior to submittal of bid documents. Subcontractors must possess the appropriate licenses for each specialty subcontracted prior to submittal of bid documents. Pursuant to Section 7028.5 of the Business and Professions Code, the District shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be non-responsive, and the District shall reject the Bid. The District shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the District of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

Bidder must have all certifications and/or factory authorizations required for the project prior to submittal of the Bid including, but not limited to, the specified manufacturer certifications described in the Special Conditions section of this document. Subcontractors must have all certifications and/or factory authorizations required for each specialty subcontract prior to submittal of the Bid including, but not limited to, the specified manufacturer certifications described in the Special Conditions section of this document.

18. Ethics in Bidding

The District expects the Bidders to maintain high ethical standards in engaging in the competitive bidding process. The bid amount of one Bidder should not be divulged to another before the award of the subcontract or order, nor should it be used by Contractor to secure a lower proposal from another Bidder on that project (bid shopping). Subcontractors or suppliers should not request information from the Contractor regarding any sub-bid in order to submit a lower proposal on that project (bid peddling). The District will consider any Bidder found to be engaging in such practices to be a non-responsible Bidder and may reject its bid on that ground.

19. Substitutions and Special Brand Names

In accordance with Public Contract Code section 3400, except where the District has established a standard which has been approved by the Governing Board, requests for review and evaluation of "or equal" items will be considered. **Any proposals for**

substitutions of equipment, materials, or products other than what is specified in the bid documents must be submitted to the District's Administrative Assistant to District Operations, prior to 10:00 a.m. on September 04, 2018 in order to be considered. After reviewing the request, the District will respond with its decision to all parties who have received bid packages. The District has the right to reject any or all requests for substitutions of equipment, materials, products, things, or services other than what is specified in the bid documents if the District determines that such substitutions are not equal to the equipment, materials, products, things, or services set forth in the Bid. The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information which describes the substituted item or product or work and substantiates that it is an "equal" to the specified item or product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the contract price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a signed affidavit from the Bidder stating that the substituted item or product or work is equivalent to the specified item or product or work in every way except as listed on the affidavit. Whenever possible, the same substitution information is to be included in the sealed bid submittal package. Failure to submit all the needed substantiating data, including the signed affidavit, may result in a determination that the bid is nonresponsive.

IF A PROPOSED SUBSTITUTION IS REJECTED, BIDDER SHALL BE RESPONSIBLE FOR PROVIDING THE ITEM OR PRODUCT OR WORK AS ORIGINALLY SPECIFIED AT NO ADDITIONAL COST TO THE DISTRICT. THE DISTRICT HAS THE COMPLETE AND SOLE DISCRETION TO DETERMINE IF AN ITEM OR ARTICLE IS AN EQUAL ITEM.

20. Fingerprinting

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

21. Retention

Public agencies generally cannot withhold more than five percent (5%) of the amount to be paid to a contractor for work to be completed unless the project is "substantially complex." The Project will use a five percent (5%) retention.

22. Contractor/Subcontractor Registration and Labor Compliance Enforcement

Except as provided in Labor Code Section 1771.1(a), no Contractor or Subcontractor may be listed on a bid proposal for a public works project submitted or perform work on a public works contract awarded unless registered with the Department of Industrial Relations

pursuant to California Labor Code Section 1725.5. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Contractor and any Subcontractors engaging in work on the Project are required to review and comply with the provisions of the California Labor Code section 1720 et seq., and the regulations of the Department of Industrial Relations implementing those provisions. These statutory and regulatory provisions contain specific requirements concerning, for example, the determination and payment of prevailing wages, retention, inspection and auditing of payroll records, use of apprentices, payment of overtime compensation, and various penalties or fines which may be imposed for violations of the requirements of the chapter. Submission of a bid proposal constitutes the Bidder's representation that it has thoroughly reviewed these statutory and regulatory requirements and agrees to bind every Subcontractor performing work on the Project to these requirements to the extent such requirements are applicable to the Subcontractor's work.

23. Disabled Veteran Business Enterprises

Compliance with Disabled Veteran Business Enterprise ("DVBE") contracting goals may be required for this project. Minority, women and disabled veteran contractors are encouraged to submit bids.

24. Immigration Reform and Control Act

The Bidder hereby certifies that he or she or it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees and the Bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

25. Filing of Bid Protests

A bidder may protest the bidding process for the project only by filing a written protest with the District's Construction Manager in accordance with the procedures set forth in this section. The District will not consider any verbal protests (e.g., by telephone) or any protests sent by electronic mail. In order for a protest to be valid and considered by the District, the protest must: (a) be filed not later than forty-eight (48) hours after the end of the bid opening; (b) clearly identify the bidder on whose behalf the protest is being filed, together with the name, address and telephone number of the person representing the bidder for purposes of the protest; (c) clearly identify the specific bidding process, bid or award of the Contract being protested; (d) clearly identify and describe in detail the specific basis or bases for the protest and all facts relevant thereto and in support thereof; (e) clearly identify all references to the specific portions of all documents relevant to the protest; (f) clearly identify and describe in detail all arguments in support of the protest, including, without limitation, any citations to all legal authorities; and (g) be submitted with all documentation that is relevant to and supports the basis or bases underlying the protest.

If a protest filed by a Bidder does not comply with each and every one of the foregoing requirements, the District may reject the protest as invalid. If a Bidder files a valid protest, the District shall review the protest and all relevant information and documents and will

provide written decision to the protesting bidder. In response to a protest, the Governing Board may decline to award a contract, may award a contract to a bidder other than as previously intended, or may award a contract to a bidder as previously intended despite the protest. Such action by the Governing Board shall be a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested.

COMPLIANCE WITH THE FOREGOING REQUIREMENTS IS MANDATORY. Each bidder that desires to protest must file a protest in accordance with the foregoing requirements, and no bidder may rely on a protest by another bidder as a means of satisfying such requirements. Compliance with the foregoing requirements is the sole and exclusive means of protesting the bidding process, any bid, and/or the intended award of a contract for the project, and failure to so comply shall be deemed and construed as a waiver of any and all rights the Bidder may have to pursue a claim, demand or action based on the bidding, any bids, and/or any contract awarded for the project.

26. Addendum

The District reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written addendum. All addenda issued by the District shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the District issues an addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, the District will extend the deadline for submission of bids. The District may determine, in its sole discretion, whether an addendum warrants postponement of the bid submission date. Each prospective Bidder shall provide District a name, address, facsimile number and email address to which addenda may be sent, as well as a telephone number by which the District can contact the Bidder. Copies of addenda will be furnished by email without charge to all Bidders who have obtained a copy of the Contract Documents and provided such current information.

Please note: Bidders are responsible for ensuring that they have received any and all addenda. To this end, each Bidder should contact the District's Construction Manager to verify that he/she has received all Addenda issued, if any, prior to the bid opening.

27. Submission of Sealed Bids

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials in an envelope, sealed, addressed and delivered or mailed, postage prepaid to the District at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by District as provided herein. The envelope shall also contain the following in the lower left-hand corner thereof:

Bidder's Name
River Oaks Elementary School – Fire, Intrusion Alarm Up-Grade – Bid Package
2018.1.6.20

Only where expressly permitted in the Notice to Contractors Calling for Bids may Bidders

submit their bids via electronic transmission pursuant to Public Contract Code sections 1600 and 1601. The acceptable method(s) of electronic transmission shall be stated in the Notice to Contractors Calling for Bids. District reserves the right to not accept electronically transmitted bids, where not specifically authorized in the Notice to Contractors Calling for Bids, and may reject any bid not strictly complying with District's designated methods for delivery.

28. Delivery and Opening of Bids

Bids will be received by the District at the address shown in the Notice to Contractors Calling for Bids up to the date and time shown therein. The District will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the Bidder. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice to Contractors Calling for Bids, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids. The District may in its sole discretion, elect to postpone the opening of the submitted Bids. District reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

29. Insurance Requirements

Introduction

The District, hereinafter called the "Owner" has elected, at its sole discretion, to implement an Owner Controlled Insurance Program ("OCIP") under the Statewide Educational Wrap Up Program ("SEWUP"). The SEWUP Joint Powers Authority ("JPA") will be providing the OCIP on behalf of the Owner. All terms and conditions of the SEWUP Contractual Provisions will apply during the term of the contract (See General Conditions for more information).

A. Contractor Pre-Qualification

Pursuant to Government Code Section 4420.5, Bidders must meet certain minimum standards. Contractors must meet minimum standards in order to bid on the Owners' Project. The following qualification standards apply to ALL Bidding Contractors at time of bid opening:

- 1. Have an average Workers' Compensation Experience Modification Rate (EMR) of 1.25 or less over the last five (5) years.**
- 2. Have Zero (0) Serious and Willful violations (Labor Code Section 6300) against them in the past five (5) years**
- 3. Provide evidence of an Injury and Illness Prevention Program (IIPP). Evidence is required to be submitted post bid and prior to bid award.**

Failure to meet these minimum standards shall disqualify the bidder.

30. Prevailing Wage

The Project is a public works project subject to prevailing wage requirements. The general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract may be obtained online at <http://www.dir.ca.gov/dlsr>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

32. Sales and Other Applicable Taxes, Permits, and Fees

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

33. Iran Contracting Act of 2010

The Bidder hereby certifies that he or she or it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Iran Contracting Act of 2010. The Bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the Iran Contracting Act of 2010.

34. Anti-Discrimination

It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, pregnancy, physical or mental disability, physical or mental medical condition, veteran status, gender or sexual orientation. All bidders agree to comply with the District's anti-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§ 12940 et seq. and California Labor Code § 1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the work on the Contract.

35. Public Records

All documents included in the bids become the exclusive property of the District upon submittal to the District. All Bids and other documents submitted in response to the Notice to Contractors Calling for Bids become a matter of public record, except for information contained in such bids deemed to be trade secrets, as defined in California Civil Code Section 3426.1. A Bidder that indiscriminately marks all or most of its Bid as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the Bid non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law by an order of court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Bids are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such bids, by request made to the District in conformity with the California Public Records Act, Government Code §§ 6250 et seq.

36. Drug-Free Workplace Certification

In accordance with the Drug Free Workplace Act of 1990 and California Government Code §§ 8350 et seq., the successful Bidder will be required to execute a Drug-Free Workplace Certification concurrently with execution of the Agreement. The successful bidder will be required to implement and take the affirmative measures outlined in such provisions. Failure of the successful Bidder to comply with the measures outlined in such provisions may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.

37. Early Termination

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the Governing Board of the District fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the District may, upon thirty (30) days' notice, order work on the Project to cease. The District will remain obligated to pay for the work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.

Section 3

Contract Bid Forms

for

River Oaks Elementary School Fire, Intrusion Alarm Up-Grade

for the

Galt Joint Union Elementary School District

June 29, 2018

Kevin Sellstrom, Maintenance and Operations Supervisor
Galt Joint Union Elementary School District

BID FORM AND PROPOSAL

To: Board of Trustees of the Galt Joint Union Elementary School District ("District")

From:

(Insert Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Contractors Calling for Bids and the Information for Bidders have been read and agrees and proposes to furnish all necessary labor, materials, services, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of the **River Oaks Elementary School – Fire, Intrusion Alarm Up-Grade – Bid Package 2018.1.6.20** ("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

BASE BID: All labor, material, services and equipment necessary to perform and furnish all work in accordance with the terms and conditions of the Contract Documents with the exception of additive and/or deductive bid items listed below

Dollars (words) _____
\$ (figures) _____

ADDITIVE BID ITEMS:

ADDITIVE BID ITEM #1 –

Dollars (words) _____
\$ (figures) _____

ADDITIVE BID ITEM #2 -

Dollars (words) _____
\$ (figures) _____

DEDUCTIVE BID ITEMS:

DEDUCTIVE BID ITEM #1 -

Dollars (words) _____
\$ (figures) _____

DEDUCTIVE BID ITEM #2 -

Dollars (words) _____
\$ (figures) _____

ALTERNATE BID #1:

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

1. **Additive/Deductive Bid Items.** California Public Contract Code §20103.8 prescribes how additive and/or deductive Bid items are to be considered in Awarding a public contract. Whenever additive or deductive Bid items are included in a Bid, the Notice to Bidders will specify the method to be used as the basis for determining the low Bid.
2. **Unit Prices on Base Bid.**

The Base Bid shall not include any additive or deductive items that are separately listed above.

The Bidder's Base Bid shall include the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (failure to submit the bid without this unit breakdown shall constitute disqualification of the bid):

All disciplines shall provide a unit-cost breakdown including no less than: 1. Spreadsheet showing breakdown of unit-costs. 2. Subtotals of each discipline and/or sub-category. 3. Total of all disciplines and/or sub-category for total cost of project – bid total.

This breakdown shall also be submitted to the District's Administrative Assistant to District Operations in electronic format (live and editable Excel) upon request.

3. **Project Schedules.** The Bidder's Base Bid shall include the following Project Schedule: It is anticipated that construction will start on or about **October 01, 2018**. The work must be performed after school hours, during staff development days and weekends. The Work must be completed by **December 31, 2018**. Contractor shall provide input for a Master Schedule developed by the District incorporating these dates utilizing Microsoft Project software and sign-off on schedule prior to start of project. See the Agreement herein for additional details.
4. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the Scope of Work required in this Proposal, understands the construction and project management function(s) described in the Contract Documents, and that each Bidder who is awarded a Contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a Contract with the District in accordance with the intent of the Contract Documents.
5. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the District before the bid opening date to verify the issuance of any clarifying Addenda.
6. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
7. The liquidated damages clause of the General Conditions and Special Conditions is hereby acknowledged.

- 8. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of sixty (60) days.
- 9. Competency of Bidders. Pursuant to Public Contract Code section 20111.6, the Contractor must have undergone the prequalification process with the District and must truthfully answer all questions on the prequalification questionnaire. In order to be eligible to bid on this Project, Contractor must first be prequalified by the District to perform work on this Project. Contractor further acknowledges that any subcontractors employed on the Project that are required by law to be prequalified, including electrical, mechanical, or plumbing, will be prequalified. Contractors who are not prequalified are not eligible to bid on this Project.

In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the Work covered by the bid. Each bidder agrees that, if its bid is accepted, it shall perform that portion of work designated in its bid which shall constitute at least fifteen percent (15%) of the Work, exclusive of supervisory and clerical work, without the services of any subcontractor. By submitting a bid, each bidder agrees that the DISTRICT, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the Work. To this end, each bid shall be supported by a statement of the bidder's experience as of the recent date.

The District may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of Work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the DISTRICT. In this regard, the DISTRICT may conduct such investigations as the DISTRICT deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the Work in accordance with the Contract Documents to the DISTRICT's satisfaction within the prescribed time; and the DISTRICT reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the DISTRICT. No bid for the Work will be accepted from a contractor who is not licensed in accordance with applicable State law.

- 10. The following documents are attached hereto:

- Bid Bond on the District's form or other security
- Designated Subcontractors List
- Non-Collusion Affidavit
- Project Warranty

- 11. Receipt and acceptance of the following Addenda is hereby acknowledged:

- Addendum No. 1 _____ Dated: _____
- Addendum No. 2 _____ Dated: _____
- Addendum No. 3 _____ Dated: _____

- 12. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed.

- 13. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
- 14. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____, 2018

Name of Bidder _____

Type of Organization _____

Signature _____

Signed by _____

Title of Signer _____

Address of Bidder _____

Bidder's Taxpayer Identification No. _____

Telephone Number _____

Fax Number _____

E-mail _____ Website _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, affix corporate seal.

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

BID BOND

WHEREAS, _____, as Principal, and _____, as Surety, a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business as a surety in the State of California, are held and firmly bound unto the Galt Joint Union Elementary School District ("District"), as Obligee, in the sum of _____ DOLLARS (\$ _____), being not less than ten percent (10%) of the Total Bid Price; for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to the District to perform all Work required for the **River Oaks Elementary School – Fire, Intrusion Alarm Up-Grade – Bid Package 2018.1.6.20** as set forth in the Notice to Contractors Calling for Bids and accompanying Contract Documents.

NOW, THEREFORE, if said Principal is awarded a Contract for the Work by the District and, within the time and in the manner required by the above-referenced Contract Documents, enters into the written form of Contract bound with said Contract Documents, furnishes the required bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), furnishes the required insurance certificates and endorsements, and furnishes any other certifications as may be required by the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

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

The bid security will be held by the District for ten (10) days after the period for which bids must be held open or until posting by the successful bidder(s) of the bonds, certificates of insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the bid security will be returned.

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

SIGNED AND SEALED, this _____ day of _____, 20_____.

Principal

Surety

By: _____
Signature

By: _____
Signature

(SEAL)

(SEAL)



Name and Location
of Subcontractor

Description of Work
to be Subcontracted

Name: _____

Address: _____

Ph: _____ Fax: _____ License No. _____



Name and Location
of Subcontractor

Description of Work
to be Subcontracted

Name: _____

Address: _____

Ph: _____ Fax: _____ License No. _____

Name and Location
of Subcontractor

Description of Work
to be Subcontracted

Name: _____

Address: _____

Ph: _____ Fax: _____ License No. _____



Name and Location
of Subcontractor

Description of Work
to be Subcontracted

Name: _____

Address: _____

Ph: _____ Fax: _____ License No. _____

~~~~~

Name and Location  
of Subcontractor

Description of Work  
to be Subcontracted

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

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

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ License No. \_\_\_\_\_

~~~~~

Name and Location
of Subcontractor

Description of Work
to be Subcontracted

Name: _____

Address: _____

Ph: _____ Fax: _____ License No. _____

~~~~~

Name and Location  
of Subcontractor

Description of Work  
to be Subcontracted

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

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

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ License No. \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

In accordance with Public Contract Code Section 7106, the undersigned declares that he or she holds the position listed below with the bidder, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, 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.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Bidder

Subscribed and sworn before me  
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

[Seal]

\_\_\_\_\_  
Notary Public in and for  
the State of California

**PROJECT WARRANTY**

We, the undersigned, do hereby warrant and guarantee all products and services described within which we have provided for:

**River Oaks Elementary School – Fire, Intrusion Alarm Up-Grade – Bid Package 2018.1.6.20**

are in accordance with the Contract Documents and that all such Work as installed will fulfill or exceed all minimum warranty requirements. We agree to repair or replace Work installed by us, together with any adjacent Work which is displaced or damaged by so doing, that proves to be defective in workmanship, material, or function at no expense to the Owner, Galt Joint Union Elementary School District, for a period of one (1) year.

In the event of our failure to comply with the above-mentioned conditions within ten (10) business days, after notification in writing, we, the undersigned, all collectively and separately, hereby authorize the Owner to have said defective Work, repaired or replaced to be made good, and agree to pay to the Owner upon demand all moneys that the Owner may expend in making good said defective Work, including all collection costs and reasonable attorneys' fees.

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

Signed: \_\_\_\_\_  
(Contractor's signature)

Name: \_\_\_\_\_  
(printed)

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

## **Section 4**

# **Agreement**

for

## **River Oaks Elementary School Fire, Intrusion Alarm Up-Grade**

for the

**Galt Joint Union Elementary School District**

June 29, 2018

**Kevin Sellstrom**, Maintenance and Operations Supervisor  
Galt Joint Union Elementary School District

## AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_ in the County of Sacramento, State of California, by and between the **Galt Joint Union Elementary School District** (the "District") and \_\_\_\_\_ (the "Contractor"). The District and Contractor may be referred to herein individually as a "Party" and collectively as the "Parties."

## RECITALS

- A. District is contracting for **River Oaks Elementary School – Fire, Intrusion Alarm Up-Grade – Bid Package 2018.1.6.20** ("Project").
- B. Contractor has been selected as the lowest responsible and responsive bidder for the Project.
- C. District desires that the Contractor complete the Project in accordance with the terms and conditions set forth in this Agreement and all Contract Documents incorporated herein.

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE 1 - SCOPE OF WORK.** The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project:

**River Oaks Elementary School – Fire, Intrusion Alarm Up-Grade – Bid Package  
2018.1.6.20**

in strict compliance with the Contract Documents as specified in Article 4 below, which shall be free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for the Project.

**ARTICLE 2 - TIME FOR COMPLETION.** The Contractor shall mobilize and commence work on the Project on or before **October 01, 2018 and complete all work for 100% completion of the Project by December 31, 2018.** Time is of the essence for this Contract and the Contractor shall complete the Project within the period specified and in accordance with the schedule for the Project developed by the District and the Construction Manager, if applicable (work shall be performed after school hours, during staff development days and weekends). Any additional projects will be coordinated between the District and Contractor. In entering into this Agreement, Contractor acknowledges and agrees that the duration stipulated herein is adequate and reasonable for the size and scope of the Project.

**ARTICLE 3 - CONTRACT PRICE.** The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, \_\_\_\_\_ (**\$.00**) as determined on a per project basis by issuance of Purchase Order(s) against the Contract. Payment and performance bonds are to be issued each in the amount of one hundred percent (100%) of the total amount payment under the Contract. Contractor shall adjust the payment and performance bonds if outstanding work exceeds the original amount of the bonds.

The Contract Price is subject to increases or decreases as provided in the Contract Documents. The District shall pay the Contract Price to the Contractor in accordance with the General Conditions.

**ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT.** The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Notice to Contractors Calling for Bids
- Information for Bidders
- Bid Form and Proposal, as accepted
- Bid Bond
- Designated Subcontractors List
- Non-Collusion Affidavit
- Project Warranty Agreement
- Workers' Compensation Certification
- Affirmative Action Program
- Performance Bond
- Payment Bond
- Contractor Fingerprinting Certification
- Asbestos-Free Materials Certification
- Drug-Free Workplace Certification
- Bidder's Acknowledgement of Project Schedule
- Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- General Conditions
- Special Conditions
- Drawings and Specifications
- Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as issued

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

**ARTICLE 5 – CONTRACTOR’S LICENSE.** The Contractor must possess throughout the Project the legally-required contractor’s license classification for this Project, issued by the State of California, which must be current and in good standing.

**ARTICLE 6 – ENTIRE AGREEMENT.** The Contract, which consists of all of the documents listed in Article 4 above, constitutes the entire agreement between the Parties relating to the Project, and supersedes any prior or contemporaneous agreement between the Parties, oral or written, including the District's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The District makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the Parties' agreement pursuant to Code of Civil Procedure section 1856.

**ARTICLE 7 – EXECUTION OF OTHER DOCUMENTS.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

**ARTICLE 8 – EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

**ARTICLE 9 – BINDING EFFECT.** Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.

**ARTICLE 10 – SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.** If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Humboldt, subject to transfer of venue under applicable State law.

**ARTICLE 11 – AMENDMENTS.** The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the Parties and approved or ratified by the District’s Board of Trustees.

**ARTICLE 12 – ASSIGNMENT OF CONTRACT.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond, and the District.

**ARTICLE 13 – WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

**ARTICLE 14 – PROVISIONS REQUIRED BY LAW.** Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 15 – AUTHORITY TO EXECUTE.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written. To the extent that there exists any conflicts or inconsistencies between this Agreement and the General Conditions, the provisions contained in the General Conditions shall govern.

**CONTRACTOR:**

**DISTRICT:**

Galt Joint Union Elementary School District

License No. \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Governing Board Date \_\_\_\_\_

(Corporate Seal)

Agenda Item No. \_\_\_\_\_

**[END OF DOCUMENT]**