



June 3, 2025

ADDENDUM NO. C

TO THE CONTRACT DOCUMENTS

FOR

Colton Middle School – Interim Housing

FOR THE

Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324

DSA Application #04-124403 FILE #36-14 RCA Project No. 1-15-118

NOTICE TO BIDDERS

This Addendum forms a part of the Contract and modifies the original documents of DSA Approved on April 3, 2025. It is intended that all work affected by the following modifications shall conform with related provisions and general conditions of the contract of the original drawings and specifications. Modify the following items wherever appearing in any drawing or sections of the specifications. Acknowledge receipt of Addendum No. C in the space provided on the Bid Form. Failure to do so may subject the bidder to disqualification.

GENERAL NOTICE

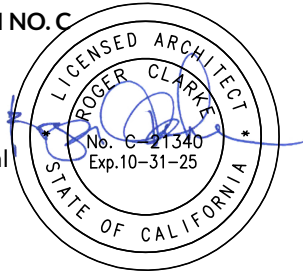
- Item No. C.1 Reference revised Bidding Documents:
- a) Replace Notice Inviting Bids form in its entirety with attached revised Notice Inviting Bids form.
 - b) Replace Bid Form entirely with attached revised Bid Form.
 - c) Replace Agreement form in its entirety with attached revised Agreement form.
 - d) Replace page 1 of Supplemental Conditions Form with attached revised Supplemental Conditions Page 1.
- Item No. C.2 Revised Addendum B Response to Item No. B.2, b:
- a) **Response:** Per bid documents, the base bid (Pavilion/Locker Room) is expected to take 11 months starting in January 2026. If the add alternates are accepted it will be a 17 month project, starting in July 2025. Please see supplemental conditions for phasing/milestones. If all add alternates are selected, 514 days. If only the Pavilion and Locker Room the total days to complete would be 304 calendar days. Project completion per phasing plan is November of 2026 not January 2027.
- Item No. C.3 Reference Pre-Bid Question: Regarding the insurance requirements can the GL & Umbrella with the same carrier be sufficient in order to meet the insurance requirement limits?
Response: No.
- Item No. C.4 Reference Exhibit C1 – Construction Phasing Schedule

ATTACHMENTS

Specifications: NA
Sketches: NA
Sheets: NA

END OF ADDENDUM NO. C

Roger Clarke, Principal
C-21340



NOTICE INVITING BIDS

COLTON JOINT UNIFIED SCHOOL DISTRICT

NOTICE IS HEREBY GIVEN that the Colton Joint Unified School District, acting by and through its Governing Board, hereinafter referred to as “District”, will receive prior to **2:00 p.m. on the 11th day of June, 2025** sealed bids for the award of a Contract for the following:

CUPCCAA BID NO.: 25-016FAC

COLTON MIDDLE SCHOOL INTERIM HOUSING, ADMINISTRATION BUILDING
MODERNIZATION & LOCKER ROOMS AND PAVILION PROJECT

All bids shall be made and presented only on the forms presented by the District. Bids shall be received in the Office of *Facilities & Energy Management at 325 Hermosa Avenue, Bldg. 5, Colton, California 92324* and shall be opened and publicly read aloud at the above state time and place. Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened.

The Contract Time will vary from approximately 304 to 514 calendar days from the date of the Notice to Proceed for Base Bid and will be dependent on what bid alternates, if any, the District elects to award. See Bid Form for additional information on the Contract Time based on the base bid and any alternates awarded.

This Project is being let in accordance with the formal bid requirements of the California Uniform Public Construction Cost Accounting Act (“CUPCCAA”) set forth in Public Contract Code section 22000 *et seq.* Bidders shall comply with any requirements set forth in the CUPCCAA including all guidelines and requirements in the current California Uniform Public Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual.

Prequalification of Bidders

As a condition of submitting a bid for this Project, and in accordance with California Public Contract Code section 20111.6, prospective prime bidders, which hold any of the following licenses listed below are required to submit to the District a completed set of prequalification documents on forms provided by the District. These documents will be the basis for determining which bidders are qualified to bid on this Project. Prime bidders that hold any of the following licenses must be prequalified: A, B, C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46.

Bids will not be accepted if a Contractor has not been prequalified where prequalification is required. Prequalification documents are available from the Colton Joint Unified School District Website under Business Services Division/Facilities/Resources/Annual Prequalification Questionnaire or by contacting via email to: facilities@cjUSD.net. Questionnaire can also be obtained at 325 Hermosa Avenue, Building 5, Colton, California 92324, (909) 580-6642. Hard copy of Prequalification documents must be submitted by 4:00 PM on **May 13, 2025**. Contractors will be notified by telephone, email, or by mail of their prequalification rating within a reasonable period of time after submission of their prequalification documents, but not less than five business days prior to the bid opening date.

If this Project includes work that will be performed by mechanical, electrical or plumbing (“MEP”) subcontractors (contractors that **hold** C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 licenses), such MEP subcontractors must also be prequalified. A list of prequalified MEP subcontractors will be made available by the District to all bidders at least five business days prior to the bid opening date. It is the responsibility of the bidder to ensure that all MEP subcontractors **holding** any of the licenses listed above are properly prequalified before submitting a bid. This prequalification requirement applies even if the subcontractor will perform, or is designated to perform, work that does not require one of the licenses listed above, but the subcontractor **holds** one of the licenses listed above.

Since the District has included alternates which require all bidders to price as part of their bid, the District will utilize the following method to determine the lowest bidder in accordance with Public Contract Code section 20103.8: 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 District before the ranking of all bidders from lowest to highest has been determined. The procedures the District will utilize to conceal the identity of any of the bidders will be announced prior to the opening of bids.

****Note:** Pursuant to Public Contract Code section 20103.8, the selection process selected does not preclude the District from using any or all of the alternates from the Contract after the lowest responsible responsive bidder has been determined.

Miscellaneous Information

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

The bid documents are available at

Mission Reprographics

2050 East La Cadena Drive, Suite L
Riverside, CA 92507
Phone: 951-686-8828
Email: planroom@missionreprographics.com
Website: www.missionreproplanroom.com

Construction Bidboard (Ebidboard)

11622 El Camino Real, #100
San Diego, CA 92130
Phone: 800-479-5314
Email: support@ebidboard.com
Website: www.ebidboard.com

Associated General Contractors of America

San Diego Chapter, Inc.
6212 Ferris Square San Diego, CA 92121
Phone: 858-558-7444
Email: Planroom@agcsd.org
Website: www.agcsd.org

Dodge Data & Analytics

830 Third Avenue, 6th Floor
New York, NY 10022
Phone: 877-784-9556
Email: support@construction.com
Website: www.construction.com

BidAmerica Online Planroom

41085 Elm Street Murrieta, CA 92562
Phone: 951-677-4819
Email: planroom@bidamerica.com
Website: www.BidAmerica.com

There will be a \$0.00 non-refundable charge to download each set of bid documents. No partial sets will be available.

There will be a mandatory Pre-Bid Conference at Colton Middle School, 670 West Laurel Avenue, Colton, CA 92324 at **9:30 a.m., April 28, 2025**. Any Contractor bidding on the Project who fails to attend the entire mandatory job walk and conference will be deemed a non-responsive bidder and will have its bid returned unopened.

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

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

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

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

Each bidder shall submit with its bid — on the form furnished with the Contract Documents — a list of the designated subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act, California Public Contract Code section 4100 *et seq.*

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

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

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

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

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

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

Separate payment and performance bonds, each in an amount equal to 100% of the total Contract amount, are required, and shall be provided to the District prior to execution of the Contract and shall be in the form set forth in the Contract Documents.

All bonds (Bid, Performance, and Payment) must be issued by a California admitted surety as defined in California Code of Civil Procedure section 995.120.

Where applicable, bidders must meet the requirements set forth in Public Contract Code section 10115 *et seq.*, Military and Veterans Code section 999 *et seq.* and California Code of Regulations, Title 2, Section 1896.60 *et seq.* regarding Disabled Veteran Business Enterprise (“DVBE”) Programs. Forms are included in this Bid Package.

Any request for substitutions pursuant to Public Contract Code section 3400 must be made at the time of Bid on the Substitution Request Form set forth in the Contract Documents and included with the bid.

No telephone will be available to bidders on the District premises at any time.

It is each bidder’s sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. The District shall not be responsible for any delivery issues including, but not limited to, mis-directed mail, mailing delays, etc. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

COLTON JOINT UNIFIED SCHOOL DISTRICT

BID FORM

FOR

INTERIM HOUSING, ADMIN. BLDG. MOD & LOCKER ROOMS AND PAVILION PROJECT

COLTON MIDDLE SCHOOL

Location(s): 6470 W. Laurel Avenue, Colton, CA 92324

Bid Number 25-016FAC

FOR

COLTON JOINT UNIFIED SCHOOL DISTRICT

CONTRACTOR
NAME:

ADDRESS:

TELEPHONE:

() _____

EMAIL

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

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

BID NO. 25-016FAC

COLTON MIDDLE SCHOOL INTERIM HOUSING, ADMIN. BLDG. MOD & LOCKER ROOMS AND PAVILION PROJECT

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

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

| | Lettered Addenda | Numbered Addenda |
|------------------------------------|------------------|------------------|
| Interim Housing DSA 04-124403 | _____ | _____ |
| Admin. Mod/Locker Rm DSA 04-123792 | _____ | _____ |
| Pavilion DSA 04-123039 | _____ | _____ |

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

3. TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS (BASE BID):

Base Bid Summary of Work:

The construction of the New Pavilion and all associated work depicted and required in all Construction Documents under DSA #04-123039, and the New Locker Room Building and Parking Lot Addition and all associated work depicted and required in all Construction Documents under DSA #04-123792. The Contract Time for Base Bid work only shall be Three Hundred and Four (304) calendar days from the date of the Notice to Proceed. Contractor shall not mobilize until January 5, 2026.

LOCKER ROOM BUILDING (DSA #04-123792)

_____ DOLLARS

(\$ _____)

PAVILION (DSA #04-123039)

_____ DOLLARS

(\$ _____)

The bidder's total Base Bid shall be the total of the costs provided by the bidder above for the Locker Room Building (DSA #04-123792) plus the Pavilion (DSA #04-123039). To avoid any potential calculation errors, the District will calculate the bidder's total Base Bid price by adding the costs provided by the bidder above.

4. **ALTERNATE BIDS:** The following amounts shall be added to the base bid from the Base Bid as set forth in the Notice Inviting Bids. PLEASE REVIEW THE ALTERNATE BID SECTION BEFORE SUBMITTING A BID.

Alternate No. 1 - ADDITIVE:

Modernization of the existing administration building and all associated work depicted and required in all Construction Documents under DSA #04-123792 and the Interim Housing and all associated work depicted and required in all Construction Documents under DSA #04-124403. Contractor shall not mobilize until on or after June 30th 2025. If the District elects to award with this bid Alternate, then the total Contract Time for the entire Project (Base Bid and Alternate No. 1) shall be Five Hundred Fourteen (514) calendar days from the date of Notice to Proceed. Please note the following required milestones for this work: Interim Housing must be completed and ready for occupancy by July 25, 2025. Mobilization date for Base Bid scope of work shall not commence until January 5, 2026. See also Supplementary General Conditions.

INTERIM HOUSING (DSA #04-124403)

ADD _____ Dollars

(\$ _____)

ADMINISTRATIVE BUILDING MODERNIZATION (PART OF DSA #04-123792)

ADD _____ Dollars

(\$ _____)

Alternate No. 2 - ADDITIVE:

**ADDITIONAL COST TO REROOF THE ENTIRE ADMINISTRATIVE BUILDING
(ROOF SPECIFICATION PROVIDED UNDER SEPARATE COVER)**

Provide new modified bituminous membrane roofing (per Specification Section 07550), flashing, and metal edge trim for the Administration building in its entirety in-lieu of patching and repair existing foam sprayed in place polyurethane roof. Work shall include the abatement, removal and disposal of existing sprayed in place polyurethane foam roofing and built-up roofing below down to wood substrate. Affected conduits shall be raised and set on rubber blocks below the conduits in order to accommodate the new roofing. Work shall be performed within the duration of the Administration renovation. The District's award or rejection of this Alternate No. 2 shall not impact the total Contract Time.

ADD _____ Dollars
(\$ _____)

ALLOWANCE: This Project will have an Allowance up to Three Hundred and Ninety Thousand Dollars (\$390,000.00) for unforeseen conditions. The final amount of the Allowance may depend on the which Alternates, if any, the District may award. The final amount of the Allowance and the allocation of the final Allowance amount to the various portions of the Project will be determined by the District in its sole discretion prior to the award of the Contract by the District's Board of Education and will be part of the final Contract Price. All pricing provided by the bidder above for the Base Bid and any Alternates shall not include any of the District's Allowance. The Allowance shall be subject to the requirements set forth in Article 7.8 of the General Conditions.

5. **TIME FOR COMPLETION:** The District may give a Notice to Proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received the Notice to Proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

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

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

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

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

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

7. The required List of Designated Subcontractors is attached hereto.
8. The required Non-Collusion Declaration is attached hereto.
9. The Substitution Request Form is attached hereto.
10. It is understood and agreed that if written notice of the acceptance of this bid is mailed, emailed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the District the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.
11. The names of all persons interested in the foregoing proposal as principals are as follows:

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

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

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

License Number: _____

License Expiration Date: _____

Name on License: _____

Class of License: _____

DIR Registration Number: _____

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

14. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement Form and all other required documents within five (5) calendar days from the date of receiving the Notice of Award, the District may declare the bidder's bid deposit or bond forfeited as damages. Should Contractor fail to provide all required documents within this five-day time specified, or after any extension provided by the District in its sole discretion and in writing, the District may, in its sole discretion, elect to reduce the Contract Time for each calendar day beyond the time specified above or any extension that Contractor fails to provide all required documents. Such reduction in the Contract Time shall be made through a no cost unilateral change order that Contractor shall not dispute, and Contractor further agrees to waive all rights to dispute or otherwise challenge the unilateral change order and reduction in the Contract Time as such delays were caused by and are the sole responsibility of the Contractor.

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

16. DEBARMENT. In addition to seeking remedies for False Claims under Government Code section 12650 *et seq.* and Penal Code section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

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

17. DESIGNATION OF SUBCONTRACTORS. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 *et seq.*) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form

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

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

Proper Name of Company

Name of Bidder Representative

Street Address

City, State, and Zip

()
Phone Number

E-Mail

By: _____ Date: _____
Signature of Bidder Representative

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

All signatures must be made in permanent ink.

AGREEMENT FORM

THIS AGREEMENT, entered into this ____ day of _____, 20__ in the County of San Bernardino of the State of California, by and between the Colton Joint Unified School District, hereinafter called the “District”, and _____, hereinafter called the “Contractor”. Contractor acknowledges that this Project is being awarded in accordance with the California Uniform Public Construction Cost Accounting (“CUPCCAA”) set forth in Public Contract Code section 22000 *et seq.* Bidders shall comply with any requirements set forth in the CUPCCAA including all guidelines and requirements in the current California Uniform Public Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual. Contractor shall cooperate with the District and provide any requested information or documents as requested by the District to comply with the CUPCCAA including, but not limited to, all Project cost data, invoices, accounting records, payroll records, etc.

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

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with the Colton Middle School Interim Housing, Administrative Building Modernization & Locker Rooms and Pavilion Project (“Project”) in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The District may give Notice to Proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received a Notice to Proceed, the Contractor shall reach Substantial Completion (See Article 1.1.46) of the Work within _____ (_____) calendar days from the date of the Notice to Proceed. This shall be called Contract Time. (See Article 8.1.1). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project was adequate for the timely and proper completion of the Project within each milestone and within the Contract time. Further, Contractor has included in the analysis of the time required for this Project, items set forth in General Conditions Article 8.3, Submittal Schedules, Rain Day Float, and Governmental Delay Float.

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

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

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of Three Thousand Dollars (\$3,000) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the District) as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Articles 9.6 and 2.2 of the General Conditions).

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

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

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

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

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

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

(c) Any dispute between Contractor and Contractor's subcontractors/suppliers/Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

(d) Any claims, allegations, penalties, assessments, or liabilities to the extent caused by the Contractor's failure or the failure of any Subcontractor of any tier, to fully comply with the DIR registration requirements under Labor Code section 1725.5 at all times during the performance of any Work on the Project and shall reimburse the District for any penalties assessed against the District arising from any failure by the Contractor or any Subcontractor of any tier from complying with Labor Code sections 1725.5 and 1771.1. Nothing in this paragraph, however, shall require the Contractor or any Subcontractor to be liable to the District or indemnify the District for any penalties caused by the District in accordance with Labor Code section 1773.3 (g).

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

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

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

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

Project Information
Notice Inviting Bids

Instructions to Bidders
Bid Form
Designation of Subcontractors
Contractor's Certificate Regarding Worker's Compensation
Non-Collusion Declaration
Bid Bond
Bid Guarantee
Substitution Request Form
Acknowledgment of Bidding Practices Regarding Indemnity
DVBE Participation Statement and Close-Out Forms
CARB Compliance Certification
Site Visit Certification
Agreement Form
Payment Bond
Performance Bond
Guarantee
Contractor's Certificate Regarding Alcohol and Tobacco
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement
Automobile Liability Endorsement
Contractor's Certificate Regarding Drug-Free Workplace
DVBE Close-Out Certification
Compliance with Economic Sanctions in Response to Russia's Actions in Ukraine (if applicable)
Contractor's Certificate Regarding Background Checks
General Conditions
Supplementary and Special Conditions
Specifications
All Addenda as Issued
Drawings/Plans
Approved Site Fire Safety Plan
Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders

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

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

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

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 *et seq.*)

2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 *et seq.*)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7 (and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the District and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

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

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

Colton Joint Unified School District

CONTRACTOR:

By: _____

Typed or Printed Name

By: Gregory Fromm
Assistant Superintendent of Business

Title

Dated: _____

Signature

Type or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)

SUPPLEMENTARY GENERAL CONDITIONS

The following supplements modify the General Conditions. Where a portion of the General Conditions is modified and or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 8 – TIME

Article 8 Schedule Inclusion Requirements –The Baseline Schedule shall include the following Milestones (Phasing Schedule provided in reference documents) :

- Interim Housing to be completed by **July 25, 2025**. (If not deducted)
- Utilities trenching and fill running north and south through the center of campus shall not commence until **June 30, 2025** and must be completed by **July 25, 2025**. Path of travel must be maintained to Multi-Purpose room through **June 30, 2025**.
- Administrative Building to be substantially complete by **May 26th, 2026 (If not deducted)**
- Start of Phase 1C, construction of Pavilion, to begin no earlier than **January 1, 2026** .
- Start of Phase 1D, site work and parking lot, to be completed by **November 30, 2026**.
- Phase 2 – Disconnection of Utilities from Interim Housing to be completed by end of contract and to be included in contract amount. Removal of Interim Housing Buildings will be performed by the District.

Article 8.2.2 Performance During Working Hours – delete this Article and replace with the following:

8.2.2 Where a single shift is worked, eight (8) consecutive hours between **7:00 am** and **4:00 pm** shall constitute a workday at the applicable prevailing wage rate(s).

Article 8.2.2 Performance During Working Hours – delete this Article and replace with the following:

8.2.2 Forty (40) hours between Monday-Friday 7:00 a.m. and 3:00 p.m. shall constitute a work week at the applicable prevailing wage rate(s).

Article 8.4.1 Liquidated Damages – Contractor will be liable to the District for Liquidated Damages pursuant to Article 8.4 for each calendar day of delay in the amount set forth in the Agreement Form.

ARTICLE 11 – INSURANCE AND BONDS

Article 11.10 Performance and Payment Bonds – The number of executed copies of the Performance Bond and the Payment Bond required is four (4).

