

**ADDENDUM NO. 2**

**1. GENERAL**

This document includes requirements that clarify or supersede portions of the bid and/or contract requirements for the project. This Addendum is a Contract Document.

**2. SUMMARY**

The following changes, additions and deletions shall be made to the following document(s); all other conditions shall remain the same.

**A. Documents:**      *Document 00 11 16 – Notice to Bidders*  
                              *Document 00 41 63 – Bid Form and Proposal*  
                              *Document 00 52 13 – Agreement*  
                              *Document 00 55 00 – Notice to Proceed*

**Revision:**            Remove and replace in their entirety with the attached.

END OF DOCUMENT

**BID FORM AND PROPOSAL**

To: Governing Board of East Side Union High School District (“District” or “Owner”)

From: \_\_\_\_\_  
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, 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 Bid No. **B-15-16-17R**.

**SC Bld N Mod & New Quad Marquee**

(“Project” or “Contract”) and will accept in full payment for that Work the following total lump sum amount, all taxes included:

ITEM	DESCRIPTION	UNIT	TOTAL
1.	All Work of Contract Documents other than Work separately provided for under other Bid items	<b>Lump Sum</b>	\$
2.	Unforeseen demolition and/or abatement	<b>NTE</b>	\$ <b>10,000.00</b>
3.	Relocation of existing weight/exercise equipment	<b>NTE</b>	\$ <b>4,000.00</b>
4.	Remove and dispose of existing wrestling mats	<b>NTE</b>	\$ <b>2,000.00</b>
5.	<b>Total Bid Amount (Sum of Items 1 – 4)</b>		\$

Total Bid Price (in words): \_\_\_\_\_

- 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 management and project management function(s) as 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.
- 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 Construction Manager before bid date to verify the issuance of any clarifying Addenda.

**BID FORM AND PROPOSAL**

- 3. 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.
- 4. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged and by signing below Bidder signifies its understanding of the liquidated damages clause in the General Conditions and Agreement.

The undersigned acknowledges receipt of Document 00 73 16.13 describing the OCIP Insurance Program the District is implementing in connection with the Project and the Work. The undersigned represents as follows:

- a. The insurance coverages to be provided by the OCIP have been understood by the undersigned. Initials \_\_\_\_\_
  - b. As required by document 00 73 16.13, the cost of the insurance coverages to be provided by the OCIP has been excluded from the Base Bid. Initials \_\_\_\_\_
  - c. The undersigned is able to substantiate, upon award of the contract, the insurance costs excluded from the Base Bid. Initials \_\_\_\_\_
- 5. 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 ninety (90) calendar days.
  - 6. The following documents are attached hereto:
    - The Bid Bond on the District's form or other security
    - The Designated Subcontractors List
    - Schedule of Major Equipment and Material Suppliers
    - The Site-Visit Certification
    - The Noncollusion Declaration

Receipt and acceptance of the following addenda is hereby acknowledged:

- No. \_\_\_\_\_, Dated \_\_\_\_\_
- No. \_\_\_\_\_, Dated \_\_\_\_\_
- No. \_\_\_\_\_, Dated \_\_\_\_\_
- No. \_\_\_\_\_, Dated \_\_\_\_\_

**BID FORM AND PROPOSAL**

7. Bidder acknowledges that the license required for performance of the Work is a **B** license.
8. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
9. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all the applicable provisions of the District's or State Department of Industrial Relations' labor compliance program and with all requirements of the District's Project Labor Agreement.
10. 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. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
11. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
12. 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, Cal. 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.
13. 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.

**BID FORM AND PROPOSAL**

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 under the laws of the State of California.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

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

Type of Organization \_\_\_\_\_

Name of Signer \_\_\_\_\_

Title of Signer \_\_\_\_\_

Signature of Signer \_\_\_\_\_

Address of Bidder \_\_\_\_\_

Taxpayer's Identification No. of Bidder \_\_\_\_\_

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

Fax Number \_\_\_\_\_

E-mail \_\_\_\_\_ Web page \_\_\_\_\_

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: \_\_\_\_\_

END OF DOCUMENT

**NOTICE TO BIDDERS**

1. Notice is hereby given that the governing board (“Board”) of the East Side Union High School District (“District” or “Owner”) will receive sealed bids for the following project (“Project” or “Contract”):

**SC Bld N Mod & New Quad Marquee**

2. Sealed Bids will be received before **2:00p.m., March 22<sup>nd</sup>, 2017** in the Capital Purchasing Department at the District Office, 830 N. Capitol Avenue, San Jose, CA 95133, California, at or after which time the bids will be opened and publicly read aloud. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code. Any bid that is submitted after this time shall be non-responsive and returned to the bidder.
3. The Project consists of:

Modernization of an existing building originally constructed to be a music building but currently being used for physical education. This project will convert the building to be more suitable for its current use and will include but is not limited to the following scope:

Demolition and abatement of the interior of the building, including walls, flooring, ceiling and the above ceiling spaces, mechanical, electrical, plumbing, etc. within the Area of Work shown. Construct new complete interior space(s) shown including, wall partitions, storefront systems, audio-video systems, monitors, mirrors, projector, speakers, paint, and other interior finishes, an exposed ceiling and all associated electrical, low-volt, data, mechanical, ductwork , plumbing, fire alarm, etc. necessary to obtain occupancy. Also included are HVAC and lighting upgrades and the replacement of the roofing system.

This project includes new weight room equipment and rubber flooring, provided and installed by others. This equipment will be a compilation of existing items that will be reused as well as new equipment to be provided and installed by Rae Crowther Company. Inc. (RCCI). Contractor shall be the point of contact and shall coordinate and facilitate delivery and unloading of the weight room equipment and rubber flooring, as well as provide secure dry storage for this equipment and material until installation, which will begin after Substantial Completion.

A list of the weight equipment and flooring is included and referenced as part of Addendum #01. It should be noted that the equipment will likely arrive in multiple deliveries with items that are heavy, large, and odd sized. Contractor shall coordinate dates/times of delivery and equipment needed as well as storage

**NOTICE TO BIDDERS**

rentals and/or equipment. The point of contact for Rae Crowther Company is Steve Kenyon (916) 838-5033 (sstweightrooms@gmail.com) Contractor shall integrate into the schedule and coordinate any layout that may be required.

4. The Project duration shall be **120** calendar days
5. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
6. To bid on this Project, the Bidder is required to possess one or more of the following State of California Contractor Licenses:

**B – General Building Contractor**

The Bidder's license(s) must remain active and in good standing throughout the term of the Contract. The Bidder's prequalification status with the District must be current.

7. A bid bond by an admitted surety insurer on the form provided by the District, cash, or a cashier's check or a certified check, drawn to the order of the East Side Union High School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within ten (10) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.
8. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the contract for the Work.
9. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.

**10. NOTICE REQUIREMENTS**

- **January 1, 2015:** The call for bids and contract documents must include the following information:
  - No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
  - No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

**NOTICE TO BIDDERS**

- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 11. The successful bidder will be required to either meet the DVBE goal of three percent (3%) participation or demonstrate its good faith effort to solicit DVBE participation in this Contract if it is awarded the contract for the Work.
- 12. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <<http://www.dir.ca.gov>>.
- 13. The District and/or its designee will be operating a labor compliance program on this Project pursuant to Labor Code sections 1771.5 and 1771.7. The successful Bidder shall be required to comply with all requirements of the District's Project Labor Agreement /Labor Compliance Program. The Successful bidder will be required to comply with all requirements of the California Labor Code and implementing regulations for labor compliance monitoring and enforcement by the California Department of Industrial Relations.
- 14. The District has entered into a Project Labor Agreement that is applicable to this Project. For questions or assistance concerning the Project Labor Agreement, contact Steve Manthe with Employers Advocate at (925) 930-0014, [smanthe@eainc.com](mailto:smanthe@eainc.com) or Joseph Sanchez with the Building Trades Council at 408-265-7643, [joseph@scbtc.org](mailto:joseph@scbtc.org)
- 15. There are two **Mandatory** pre-bid conference and site visits offered for this Project, potential bidders must attend one. The first will be held on **Tuesday, March 7<sup>th</sup>, 2017 at 1:00p.m.** at **Silver Creek High School**, 3434 Silver Creek Road, San Jose, CA 95121. The second **Mandatory** pre-bid conference and site visit will be held on **Tuesday, March 14<sup>th</sup>, 2017 at 1:00p.m.** , same address. Contractors shall meet in front of the Administration Office. All participants are required to sign in at the conference. The Site Visit is expected to take approximately **30 Minutes**. Failure to attend or tardiness in excess of 5 minutes from the start of the conference will render bidder ineligible to submit a bid.
- 16. The District elects to implement an Owner Controlled Insurance Program (OCIP on this Project. This program would provide Workers' Compensation, General/Excess Liability, and under certain conditions, Builders' Risk insurance coverage for all contractors and their sub-contractors of all tiers on the project. All bidders must meet certain minimum qualifications for enrollment in the OCIP, as more fully described in Section 00 73 16.13



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of the Contract Documents, entitled Owner Controlled Insurance Program Insurance Requirements. If the Bidder fails to meet the minimum qualifications for enrollment in the OCIP, the District may deem the bid non-responsive. In certain projects, if further described in the Instructions to Bidders and Document 00 73 16.13, Pollution Liability coverage may also be available under the OCIP.

17. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) calendar days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) calendar days after the date of the bid opening.
18. The District shall determine the low bid based on the sum of all bid items, regardless of whether the District ultimately awards all bid items. The award of any or all bid items is solely at the District's discretion.
19. **Pre-Qualification:** Pre-qualification is a requirement for ALL contractors that will enter into a contract/agreement directly with the East Side Union High School District. Pre-qualified contractors are not required to use pre-qualified sub-contractors. The District encourages the use of the pre-qualified sub-contractors. Contractors may apply for the pre-qualified status by obtaining a copy of the pre-qualification package from East Side Union High School District. Pre-qualification packages must be received a minimum of ten (10) days prior to bid opening, and contractors must be pre-qualified a minimum of five (5) days prior to opening bid.

END OF DOCUMENT

**NOTICE TO PROCEED**

\_\_\_\_\_, 2017

TO: \_\_\_\_\_

PROJECT: **Z-055-603 SC Bld N Mod & New Quad Marquee (B-15-16-17R)**

PROJECT/CONTRACT NO.: SC Bld N Mod & New Quad Marquee (Z-055-603) between the East Side Union High School District and \_\_\_\_\_.

You are notified that the Contract Time under the above Contract will commence to run on \_\_\_\_\_, 2017. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Paragraph 4 of the Agreement executed by Contractor, the Contract Time is **120** calendar days and the date of completion is \_\_\_\_\_, 2017.

You must submit the following documents by 5:00 p.m. of the **TENTH (10<sup>TH</sup>)** calendar day following the date of this Notice to Proceed:

- a. Contractor's preliminary schedule of construction.
- b. Contractor's preliminary schedule of values for all of the Work.
- c. Contractor's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals
- d. A complete subcontractors list, including the name, address, telephone number, facsimile number, e-mail address, California State Contractors License number (classification), DIR registration number and monetary value of all Subcontracts.
- e. Hazardous Materials Submittals

Thank you. We look forward to a very successful Project.

EAST SIDE UNION HIGH SCHOOL DISTRICT

BY: \_\_\_\_\_

NAME: Janice Unger

TITLE: Capital Projects, Purchasing Manager

END OF DOCUMENT

**AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, by and between the East Side Union High School District (“District”) and \_\_\_\_\_ (“Contractor”) (“Agreement”). Capitalized terms used in this Agreement, unless otherwise defined herein, shall have the meanings set forth in the General Conditions.

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, appliances, facilities, supervision, services, labor, and material necessary to perform and complete in a good and workmanlike manner, the work (the “Work”) of the project identified below:

**PROJECT: SC Bld N Mod & New Quad Marquee (Z-055-603)**

**BID #: B-15-16-17R**

for which the Drawings and Specifications are identified by the signature of the parties to this Agreement. It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative(s).

- 2. The Project:** As used in the Contract Documents, the term “Project” shall mean and refer to the public works project identified as SC Bld N Mod & New Quad Marquee, which involves the planned undertakings specified in the Contract Documents.
- 3. The Bid:** As used in the Contract Documents, the term “Bid” shall mean and refer to the bid submitted by Contractor in relation to the Project, which is identified as Bid Number: **B-15-16-17R.**
- 4. The Contract and Contract Documents:** The terms “Contract” and “Contract Documents” are defined in the General conditions, and those definitions are incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any work specified in one of the Contract Documents and not mentioned in another Contract Document, or vice versa, is to be executed the same as if mentioned in all the Contract Documents.

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5. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, this Agreement shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 00 documents, which shall control over Division 01 documents, which shall control over Division 02 documents and following Divisions documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control over a document calling for a greater quality and/or quantity material or workmanship. The decision of the District in the matter shall be final.
6. **Time for Completion:** It is hereby understood and agreed that all work contemplated by this Contract shall be completed by Contractor within **One Hundred Twenty (120)** calendar days (“Contract Time”) from the date specified in the District’s Notice to Proceed.
7. **Recovery Schedule:** Should any of the conditions exist such that certain activities shown on the Contractor’s CPM schedule fall behind schedule to the extent that any of the specific dates are in jeopardy, the Contractor shall be required to, at no extra cost to the District, prepare and submit to the Construction Manager a supplementary recovery schedule (“Recovery Schedule”), clearly describing and displaying how Contractor intends to reschedule those activities to realign compliance with the CPM Schedule during the subsequent pay period.

Within three (3) working days of the District notifying the Contractor that a Recovery Schedule will be required, the Contractor shall submit a Recovery Schedule for acceptance by the Construction Manager. The Recovery Schedule submitted by the Contractor shall have a maximum duration of one (1) month.

By the execution of this Agreement, the Contractor agrees that the District may withhold payment, in whole or in part, to such extent as may be necessary to protect the District, in District’s sole discretion, from loss because of Contractor’s failure to submit, on a timely basis, a proper, sufficient, and acceptable Recovery Schedule as required by this section.. Any amount withheld by the District pursuant to this section will be released once a Recovery Schedule has been submitted by the Contractor and approved by the Construction Manager.

8. **Completion-Extension Of Time:** Should the Contractor fail to complete the Contract, and the Work as provided in the Contract Documents, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account

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thereof. The Contractor shall coordinate its work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its work with other contractors in a manner that will allow timely completion of Contractor's work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its work with the work of other contractors.

- 9. **Liquidated Damages:** Time is of the essence for all work under the Contract Documents, including, without limitation, this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of:

<b>Contract Price</b>	<b>Liquidated Damages per Calendar Day</b>
Below \$1,000,000.00	\$1,000.00/day
\$1,000,000.01 - \$4,000,000.00	\$2,000.00/day
\$4,000,000.01 - \$10,000,000.00	\$3,500.00/day
Over \$10,000,000.01	\$5,000.00/day

It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages that are not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under the Contract. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which completion of the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

- 10. **Loss or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
- 11. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

**AGREEMENT**

- 12. Prosecution of Work:** If the Contractor should neglect to prosecute the Work, or any portion thereof, properly or fail to perform any provisions of the Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
- 13. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the California Department of General Services, Division of the State Architect (“DSA”) have authority to approve and/or stop the Work, and all portions thereof, if the Contractor’s work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant work.
- 14. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the prior written consent of the Surety (as defined in the General Conditions) on the Contractor's Performance Bond, unless the Surety has waived in writing its right to notice of assignment.
- 15. Classification of Contractor’s License:** Contractor hereby acknowledges that it currently holds valid Type B contractor's license(s) issued by the State of California, Contractors State Licensing Board, in accordance with Division 3, Chapter 9, of the California Business and Professions Code and in the classification specified in the Contract Documents.
- 16. Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 17. Labor Compliance Program:** If the District has adopted a labor compliance program, which is applicable to the Project, Contractor specifically acknowledges and understands that it shall perform the Work, and all portions thereof, while complying with all the applicable provisions of the District’s labor compliance program, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records with each application for payment, or the District cannot issue payment. This provision is only applicable if the Project is subject to a Labor Compliance Program funded in whole or in part with State bond funds.

