

# **ADDENDUM NUMBER FOUR**

## **SANTEE SCHOOL DISTRICT**

**BID #1920-077-102 – Removal/Demolition of Modular Classroom Buildings  
at Chet F. Harritt School**

**DATE: October 30, 2019**

General - All project documents including contract documents, drawings, and specifications, shall remain unchanged with the exception of those elements added, revised, deleted, or clarified by this addendum. **Acknowledge receipt of Addendum Number Four in the appropriate place provided on the Bid Form**

<b>ITEM NO. 1 ADDENDUM FOUR</b>	<b>Replace Contract with attached Revised Contract</b>
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- A. Article 2. Time for Completion. See attached revised contract with forty-two (42) days for completion.**

**END OF ADDENDUM NO. FOUR**

## CONTRACT

THIS CONTRACT is made this \_\_\_\_ day of \_\_\_\_\_, 2019 in the County of San Diego, State of California, by and between the **SANTEE SCHOOL DISTRICT**, hereinafter called District, and \_\_\_\_\_ hereinafter called Contractor. The District and the Contractor for the considerations stated herein agree as follows:

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

**BID #1920-077-102  
REMOVAL/DEMOLITION OF MODULAR CLASSROOM BUILDINGS  
AT CHET F. HARRITT SCHOOL**

**Description of work:** Demolition and removal of interior walls, concrete curbs, slabs for future restrooms, and removal of exterior wall areas for future openings per plans and Mandatory Job Walk listed on Notice Inviting Bids.

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

**ARTICLE 2. TIME FOR COMPLETION.** The Work shall be commenced on the date stated in the District's Notice to Proceed. As specified in District's notice to proceed, the work shall be completed within:

Award of Contract	November 19, 2019
Beginning Date of Contract/Issue NTP	November 20, 2019
Project Planning; <del>Pre-Procurement</del>	November 20-22, 2019
***Modular Removal	November 23-December 27, 2019
Mobilize Construction to Begin Onsite Utility Isolation	November 22, 2019
Demolition of Old Relocatables Remaining	December 23-27, 2019
Onsite Demolition Utility Shut-off	November 23, 2019
***Transport Modular Classrooms Offsite	November 23-December 27, 2019
Fence Back Completion – Move Out	December 30, 2019
Final Punch	December 30, 2019
Ending Date of Substantial Completion	December 30, 2019

\*\*\*The school parking lot cannot be used during school days when school is in session between the hours of 6:30 a.m. and 4:00 p.m. for modular removal or contractor parking.

The Contractor shall complete all Work required by the Contract Documents within forty-two (42) calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

**ARTICLE 3. CONTRACT PRICE.** The District shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of \_\_\_\_\_ Payment shall be made as set forth in the General Conditions.

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

Addenda 4, Item 1 – Revised Contract

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

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Contractor’s Certificate Regarding Workers’ Compensation
- Bid Security
- Designation of Subcontractors
- Information Required of Bidders (List of Current and Completed Projects)
- Designation of DVBE Subcontractors
- Asbestos-Free Material Certification (notarized)
- Statement Regarding A Drug-Free Workplace
- Fingerprint Requirement Application (notarized)
- Non-Collusion Affidavit form (notarized)
- Contract
- Performance Bond
- Payment Bond
- General Conditions
- Special Conditions
- Technical Specifications (as applicable)
- Addenda
- Plans and Drawings (as applicable)
- Approved and fully executed change orders
- Any other documents contained in or incorporated into the Contract

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

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

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

**ARTICLE 7. INDEMNIFICATION.** Contractor shall provide indemnification as set forth in the General Conditions.

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

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

<b><u>NAME OF CONTRACTOR</u></b>  By _____ (signature)  Name and Title: _____  License No. _____	<b><u>SANTEE SCHOOL DISTRICT</u></b> By Assistant Superintendent, Business Services  _____ Karl Christensen
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