

# LAKESIDE UNION SCHOOL DISTRICT

Office of the Superintendent  
12335 Woodside Avenue  
Lakeside, California 92040  
(619) 390-2600

May 28, 2024  
Open Session: 5:00 p.m.

## AMENDED NOTICE OF THE SPECIAL MEETING OF THE BOARD OF TRUSTEES

### *Agenda and Notes*

#### A. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

#### B. OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD ON ANY ITEM DESCRIBED IN THIS NOTICE (GOVERNMENT CODE SECTION 54954.3) Public Comment Form

Opportunity for Members of the Public to address the Board on any item on the agenda. In the interest of time and order, presentations from the public are limited to four (4) minutes per person. An individual speaker's allotted time may not be increased by a donation of time from members of the public in attendance. If you wish to speak under Public Comment or Public Hearings, follow the directions for speaking to agenda items as listed above.

#### C. ITEM OF BUSINESS

**Approval** is requested to award the Tierra del Sol Middle School Security Fence bid, as well as a contract, to GEM Industrial in the amount of \$429,500.

#### D. PRESENTATION/PUBLIC INPUT

1. **Opening Activity:** Facilitated by Michelle Perkins.
2. **Presentation:** Education Services Coordinator, Michelle Perkins, will present information on the History-Social Science curriculum pilot and adoption recommendations. Adoption on the curriculum will come before the Board at the June meeting.
3. **Public Input:** The Board will hear input from the public regarding the History-Social Science curriculum pilot and adoption recommendations.

#### E. ADJOURNMENT

Respectfully Submitted,

Rhonda L. Taylor, Ed.D.  
Superintendent

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date: June 13, 2024**

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**Agenda Item:**

Award bid for TdS School Security Fence to GEM Industrial

**Background (Describe purpose/rationale of the agenda item):**

Security for the classrooms that open up to the parking lot

**Fiscal Impact (Cost):**

\$429,500.00

**Funding Source:**

4000 9010000 0000 8500 6200020 047 280

**Recommended Action:**

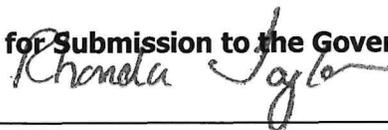
- |  |   |
|--|---|
| <input type="checkbox"/> Informational       | <input type="checkbox"/> Denial/Rejection                                       |
| <input type="checkbox"/> Discussion          | <input type="checkbox"/> Ratification   |
| <input checked="" type="checkbox"/> Approval | <input type="checkbox"/> Explanation: <a href="#">Click here to enter text.</a> |
| <input type="checkbox"/> Adoption            |   |

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**Originating Department/School:** Maintenance & Operations

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**



Principal/Department Head Signature

Dr. Rhonda Taylor, Superintendent

**Reviewed by Cabinet Member** \_\_\_\_\_

**LUSD Tierra del Sol MS Security Fencing  
Lakeside Union School District Bid No 2024-05C**

Bidder	Base Bid	Allowance	Total Bid	Alternative	Addenda Receipt	Bid Bond	Designation of Subs	DVBE Subs	Non-Collusion Affidavit	DIR Cert
GEM	419,500	\$10,000.00	429,500	Ass 70,000	X	X	X	X	X	X

**DOCUMENT 00300  
BID FORM**

**GEM Industrial Electric, Inc.**  
**Company**

TO: LAKESIDE UNION SCHOOL DISTRICT, acting by and through its Board of Education, herein called the "District":

- 1. Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having thoroughly examined and familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract and the cost of the work at the place where the work is to be done, and 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 of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all of the work required in connection with the Project described below:

**BID NO. 2024-05C**

**PROJECT TITLE: LUSD TIERRA DEL SOL MIDDLE SCHOOL SECURITY FENCE**

all in strict conformity with the drawings and specifications and other Contract Documents, including addenda nos. 1\_\_\_\_,\_\_\_\_,\_\_\_\_, and\_\_\_\_, on file at the office of the said District, for the total sum of:

\$ 419,500.00

**Bid Amount**

\$ 10,000.00

**Allowance**

\$ 429,500.00

**Total Bid in Numbers**

Four Hundred Twenty-Nine Thousand Five Hundred Dollars and Zero Cents

Total Bid Price in Written Form

\$ 70,000.00

DM

~~Deductive~~ **Additive Alternate 1: Alternative Item:  
Prefabricated fence panels in lieu of shop fabricated  
fencing**

**TOTAL BID PRICE INCLUDES ALLOWANCES FROM THE SPECIAL CONDITIONS**

Base 10% Bid Bond on total bid price.  
Bid will be awarded to one vendor.

**Bids shall be valid for 30 calendar days after the Bid opening date.**

In case of discrepancy between the written price and the numerical price, the written price shall prevail. Said sums include all applicable taxes and costs.

It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors

Calling for Bids.

2. Attached is the required bid security in the amount of not less than 10% of the Bid:

\$ 42,950.00

Bid Bond

Certified check, cashier's check or cash  
(Circle one)

- 3. Non-Collusion Affidavit is attached hereto.
- 4. The required list of proposed subcontractors is attached hereto.
- 5. It is understood and agreed that if written notice of intent to accept 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. The undersigned will submit the executed Contract, Performance Bond and Payment Bond, and Insurance Certificates as specified, all within ten (10) consecutive calendar days after Notice of Intent to Award Contract. The work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, on the date to be stated in the District's Notice to the Contractor to Proceed and shall be completed by the Contractor in the time specified in the Contract Documents. The Contractor shall not start work on the Project until all paperwork required herein is timely and correctly submitted to the District. No time extensions shall be granted to Contractor for Contractor's failure to comply with these provisions.
- 6. Notice of Acceptance or requests for additional information should be addressed to the undersigned at the address stated below:  
 16902 Rio Maria Road, Lakeside, CA 92040  
info@gemindustrialinc.com  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- 7. The names of all persons interested in the foregoing proposal as principals are as follows:  
GEM Industrial Electric, Inc.  
Douglas MacLachlan, President  
Michelle MacLachlan, Secretary  
 \_\_\_\_\_  
 \_\_\_\_\_

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

- 8. Bidder certifies that he is licensed in accordance with the law providing for the registration of Contractors, License No. 235465, Expiration Date 01/31/2026, Class of License A, B, C10, C13, C27. If the bidder is a joint venture, each member of the joint venture must include the above information.
- 9. Bidder certifies that his is is not (circle one) DVBE certified. If bidder is DVBE certified, please attach a copy of the DVBE certification letter.
- 10. Pursuant to Section 7103.5 of the Public Contract Code submitting a bid to the District, the bidder offers and agrees that if the bid is accepted, it will assign to District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the

purchasing body tenders final payment to the bidder.

GEM Industrial Electric, Inc.

*Proper Name of Bidder*

16902 Rio Maria Road, Lakeside, CA 92040

*Address*



Douglas MacLachlan, President

05/06/2024

*Signature of Bidder*

*Date*

*Note: If bidder is a corporation or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, the bidder's signature shall be placed above. If bidder is a corporation, affix corporation seal.*

I, Douglas MacLachlan, the President of the bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct. Executed on this 6th day of May, at San Diego County, California.

Proper Name of Bidder GEM Industrial Electric, Inc.

By Douglas MacLachlan, President

Michelle MacLachlan, Secretary

Signature of Bidder

**NOTE:** If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signatures 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 or her signature shall be placed above.

Business Address: 16902 Rio Maria Road, Lakeside, CA 92040

Place of Residence: 16902 Rio Maria Road, Lakeside, CA 92040

Telephone: (858 ) 486-1758 Fax: ( 858 ) 668-0609

**Bidder must submit the following documents with this Bid Form in order to be considered responsive:**

- Bid Bond
- Designation of Subcontractors
- Designation of DVBE Subcontractors
- Non-Collusion Affidavit
- Certification of Contractor and Subcontractor DIR Registration

Other documents to be submitted with this bid or within 24 hours after bid opening:

- Contractor's Certification Regarding Workers' Compensation
- Information Required of Bidders
- Asbestos-Free Materials Certification

- Recycled Content Certification
- Subcontractors' Address, Phone Numbers, License Numbers & Expiration Dates
- Tobacco-free Certification
- Equal Opportunity Statement
- Certificate of Non-Debarment

**[END OF DOCUMENT]  
DOCUMENT 00300  
BID FORM**

**DOCUMENT 00410**

**BID BOND**

We, GEM Industrial Electric, Inc., as Principal, and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto the LAKESIDE UNION SCHOOL DISTRICT, hereinafter called the District, in the penal sum of PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said DISTRICT for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated May 6, 2024 2024 for LUSD Tierra Del Sol Middle School Security Fence

NOW, THEREFORE. If the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and, if the Principal be awarded the contract, and shall within the period specified therefore, or if no period be specified, within ten (10) consecutive calendar days after the Award of Contract (which date shall be the day following the Board of Education approval of the award) complete the prescribed forms are presented to him for signature enter into a written contract with the District in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified. If the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed hereunder, or the specifications accompanying the same, shall 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 said contract or the call for bids, or to the work, or to the specifications.

In the event a lawsuit is brought upon this bond by the District and judgment is recovered, the surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 30th day of April 2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly assigned by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

GEM Industrial Electric, Inc.

Principal

By

Title

Douglas MacLehlan, President

(Corporate Seal)

Surety The Ohio Casualty Insurance Company

By\_ Attorney-in-Fact

Title

Cyndi Beilman, Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

[END OF DOCUMENT]  
DOCUMENT 00410  
BID BOND



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210121-976090

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cyndi Beilman; Rebecca James; Riley Shoen

all of the city of La Mesa state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of May, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 23rd day of May, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of April, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of San Diego }

On April 30, 2024 before me, Pam Davis, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

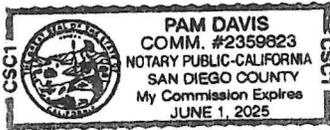
personally appeared Cyndi Beilman  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Signature *Pam Davis*  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DOCUMENT 00430**

**DESIGNATION OF SUBCONTRACTORS**

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California) and any amendments thereof, each bidder shall set forth the information requested below for each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this Contract in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. Bidders are required to submit certain information for each subcontractor listed in its bid within twenty-four (24) hours of bid opening. No time extension will be allowed for submission of information required by this document.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, prime contractor shall be deemed to have agreed to perform that portion itself.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

<b>Portion of Work</b>	<b>Subcontractor</b>	<b>Location of Business</b>	<b>Phone Number</b>	<b>License No. and Exp. Date</b>	<b>DIR Registration Number</b>
Fencing	San Diego Fence Company	11422 N. Woodside Ave. Santee, CA 92071	858-279-8442	1014092 Exp: 05/31/2024	1000038075
Striping	Precision Striping	545 W. Bradley Ave. El Cajon, CA 92020	619-499-7677	1026547 Exp: 05/31/2025	1000051515



**DOCUMENT 00450**

**DESIGNATION OF DVBE SUBCONTRACTORS**

Contractor shall identify each subcontractor that is a certified Disabled Veteran Business Enterprise (DVBE).

<b>Subcontractor</b>	<b>DVBE Reference Number</b>
NONE	

**[END OF DOCUMENT]**

**DOCUMENT 00460**

**INFORMATION REQUIRED OF BIDDERS**

**BIDDER REFERENCES AND RESPONSIBILITY INFORMATION**

- a. The District expressly reserves the right to reject the bid of any bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the bidder is "non-responsible" and poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner.
- b. In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory State Boards and agencies; credit reports; inquiries to companies and public entities for which the contractor has previously performed work; reference checks and examination of all public records.
- c. The bidder must provide the following information:
  - 1) Firm Name and Address:
 

GEM Industrial Electric, Inc. \_\_\_\_\_  
 16902 Rio Maria Rd. \_\_\_\_\_  
 Lakeside, CA 92040 \_\_\_\_\_
  - 2) Telephone: 858-486-1758 Fax: 858-668-0609  
 E-mail Address: info@gemindustrialinc.com
  - 3) Type of Firm: Individual \_\_\_\_\_  
 (check one) Partnership \_\_\_\_\_  
 Corporation X \_\_\_\_\_
  - 4) Contractor's License: Primary Class A, B, C10, C13, C27 Lic. No. 235465  
 License Expiration Date: 01/31/2026
  - 5) Names and titles of all officers of the firm:
 

Douglas MacLachlan, President \_\_\_\_\_  
Michelle MacLachlan, Secretary \_\_\_\_\_
  - 6) Number of years as a contractor in construction of this type: 59
- d. The bidder must also demonstrate knowledge of school construction techniques and should possess a working ability to perform similarly sized construction work for a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers, address, points of contract and scope of work of at least five (5) customers served within the past three (3) years with requirements similar to the needs of the LAKESIDE UNION SCHOOL DISTRICT.

1) FAILURE TO FURNISH THE REFERENCES (IN THE COMPLETE FORMAT REQUIRED) MAY CAUSE YOUR BID TO BE REJECTED AS NON-RESPONSIVE.  
EXAMPLE: Your references should be listed in the following format (facts are example only)

- (a) Work for X Y Z Unified school District
- (b) Phone # (222) 123-4567
- (c) 999 Holly Drive, L.A., CA 92000
- (d) Contact: J.Q. Jones III at above #
- (e) Renovated Hills High in 1990 for \$1.3 Million.

Bidder's Name:

Reference #1

District or Entity: Encinitas Union School District  
 Phone #: 760-944-4300 x1126  
 Address: 101 S. Rancho Santa Fe Road, Encinitas, CA 92024  
 Name of Contact: Eric Smith  
 Scope of Work & \$ Amount: Modular building and site work \$1,246,300

Reference #2

District or Entity: San Dieguito Union High School District  
 Phone #: 760-753-6491 x5620  
 Address: 684 Requeza Street, Encinitas, CA 92024  
 Name of Contact: Ralf Bernard  
 Scope of Work & \$ Amount: Theatre classroom & outdoor stage improvements \$1,417,970

Reference #3

District or Entity: Cajon Valley Union School District  
 Phone #: 619-588-3000  
 Address: 225 Roanoke Road, El Cajon, CA 92020  
 Name of Contact: John Heredia  
 Scope of Work & \$ Amount: Relo building install - 3 sites, and site work \$1,184,000

Reference #4

District or Entity: Solana Beach School District  
 Phone #: 858-794-7150  
 Address: 358 North Cedros Ave., Solana Beach, CA 92075  
 Name of Contact: Brad Mason  
 Scope of Work & \$ Amount: Interior & exterior building improvements \$1,276,934.30

Reference #5

District or Entity: MiraCosta College (San Elijo Campus)  
 Phone #: 760-795-6768  
 Address: 3333 Manchester Avenue, Cardiff, CA 92007  
 Name of Contact: Mike Turner  
 Scope of Work & \$ Amount: Convesion of existing admin bldg into new staff office bldg. & site work \$803,491.43

**[END OF DOCUMENT]  
DOCUMENT 00460  
INFORMATION REQUIRED OF BIDDERS**

**DOCUMENT 00470**

**ASBESTOS-FREE MATERIALS CERTIFICATION**

The undersigned declares that he or she is the person who executed the bid for the Tierra del Sol MS Security Fence (hereinafter referred to as the "Project") and submitted it to the LAKESIDE UNION SCHOOL DISTRICT (hereinafter referred to as the "District") on behalf of GEM Industrial Electric, Inc. (hereinafter referred to as the "Contractor").

To the best of my knowledge, information and belief, in completing the Contractor's Work for the Project, no material furnished, installed or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state EPA or federal or state health agencies as a hazardous material.

Any disputes involving the question of whether or not material installed with asbestos-containing equipment is settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.

All work or materials installed by the Contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District.

Decontamination and removal of work found to contain asbestos or work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.

The asbestos consultant shall be chosen and approved by the District Representative/Architect or the District who shall have sole discretion and final determination in this matter.

The work will be not accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 6th day of May, 2024 at Lakeside, California.

By   
Signature  
President  
Title

Douglas MacLachlan  
Print Name  
GEM Industrial Electric, Inc.  
Name of Contractor (Print or Type)

**[END OF DOCUMENT]**

**DOCUMENT 00480**

**NON-COLLUSION AFFIDAVIT**

(To be executed by Bidder and submitted with bid)

State of California )  
 )  
County of San Diego )

I, Douglas MacLachlan, being first duly sworn, deposes and says that he is President  
of GEM Industrial Electric, Inc. the party making the attached 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.

I certify (or declare) under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct.

Executed this 6th day of May, 2024 at Lakeside, California.

Signature of Bidder 

Print Name and Title Douglas MacLachlan, President

**[END OF DOCUMENT]**

**DOCUMENT 00490**

**CERTIFICATION OF CONTRACTOR AND SUBCONTRACTOR  
DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION**

Pursuant to Public Contract Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial Relations in order to bid on, to be listed in a bid proposal or to engage in the performance of any public work contract.

I Douglas MacLachlan, President \_\_\_\_\_ certify that  
(Name) (Title)

GEM Industrial Electric, Inc. is currently registered as a contractor with the Department of Industrial  
(Contractor Name)

Relations (DIR):

Contractor's DIR Registration Number 1000007810

Expiration date June 30, 2026

Contract further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in its invitation to bid the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at time of bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project within 24 hours of the bid opening.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above may result in a determination of non-responsiveness.

I declare under penalty of perjury under California law that the foregoing is true and correct.

  
Signature \_\_\_\_\_

05/06/2024  
Date \_\_\_\_\_

**[END OF DOCUMENT]**

**DOCUMENT 00620  
RECYCLED CONTENT CERTIFICATION**

The undersigned declares that he or she is the person who executed the bid for the Tierra del Sol MS Security Fence (hereinafter referred to as the "Project"), and submitted it to the LAKESIDE UNION SCHOOL DISTRICT (hereinafter referred to as the "District") on behalf of GEM Industrial Electric, Inc. (hereinafter referred to as the "Contractor").

In accordance with Public Contract Code Section 12200 et seq., all contractors are required to certify in writing under penalty of perjury the minimum (if not exact) percentage of recycled content in materials, goods, or supplies offered or products used in the performance of their contract.

I declare under penalty of perjury under the laws of the State of California that the following percentages of Post-Consumer Material and Secondary Material is in the materials, goods or supplies offered for, or products used in, the performance of the Contract for the Project:

3 % Post Consumer Material 3 % Secondary Material

Executed on this 6th day of May, 2024 at Lakeside, California

GEM Industrial Electric, Inc.

Name of Contractor (Print or Type)

  
Signature

Douglas MacLachlan  
Print Name

President  
Title

**[END OF DOCUMENT]**

DOCUMENT 00630

CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

CONTRACTOR CERTIFICATION

With respect to the Contract dated May 6th 2024 by and between Lakeside Union School District ("District") and GEM Industrial Electric, Inc. ("Contractor"), Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code Section 45125.1 and that none of its employees that may come in contact with District's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

  
Contractor's Representative

05/06/2024  
Date

CONTRACTOR EXEMPTION

Pursuant to Education Code Sections 45125.1 and 45125.2, the LAKESIDE UNION SCHOOL DISTRICT ("District") has determined that \_\_\_\_\_ ("Contractor") is exempt from the criminal background check certification requirements for the Contract dated \_\_\_\_\_ 2024 by and between the District and Contractor ("Contract") because:

- The Contractor's employees will have limited contact with District students during the course of the Contract;
- Emergency or exceptional circumstances exist; or
- With respect to contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: \_\_\_\_\_.

\_\_\_\_\_  
School District Official

\_\_\_\_\_  
Date

**DOCUMENT 00640**  
**DRUG-FREE WORKPLACE CERTIFICATION**

This Drug-Free Workplace Certification form is part of the Contract made by and between the LAKESIDE UNION SCHOOL DISTRICT (hereinafter referred to as the "District") and

GEM Industrial Electric, Inc.

(hereinafter referred to as the "Contractor")

for the Tierra del Sol MS Security Fence Project (hereinafter referred to as the "Project"). This form is required from all successful bidders pursuant to the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

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

I, the undersigned, agree to fulfill the terms and requirements of the Drug-Free Workplace Act as it now exists or may hereinafter be amended. Particularly, I shall abide by Government Code Section 8355 when performing the Contract for the Project by:

- A. Publishing a statement notifying employees concerning the prohibition of controlled substance at my workplace;
- B. Establishing a drug-free awareness program; and
- C. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and agrees to abide by the terms of that statement.

I also understand that if the District determines that I have either: (a) made a false certification herein; or (b) violated this certification by failing to carry out the requirements of Section 8355, the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that if I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the Act.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq., and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Executed on this 6th day of May, 2024 at Lakeside, California.

GEM Industrial Electric, Inc.  
Name of Contractor (Print or Type)

By Signature *Douglas MacLachlan*

Douglas MacLachlan  
Print Name

President  
Title

Subscribed and sworn before me this 6th day of May, 2024

*Victoria Mason*  
Notary Public in and for the State of California

My Commission Expires: Nov 9, 2024



*see Attached*

[END OF DOCUMENT]  
DOCUMENT 00640  
DRUG-FREE WORKPLACE CERTIFICATION

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 6th  
day of May, 2024, by Victoria Mason

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature Victoria Mason

**DOCUMENT 00650**

**TOBACCO-FREE SCHOOL CERTIFICATION**

The LAKESIDE UNION SCHOOL DISTRICT Governing Board recognizes the health hazards related to the use of tobacco and tobacco products, including the breathing of second-hand smoke and desires to provide a healthy environment for students and staff

Therefore, the Board, in the best interests of the District, its students, and its employees, and in accordance with State and Federal laws, requires the district to be tobacco-free in all district buildings, facilities, and vehicles owned, leased or operated by the LAKESIDE UNION SCHOOL DISTRICT.

Tobacco-free shall mean prohibition of the use of tobacco or tobacco products on any part of school district grounds or buildings, in district vehicles, and at any time by anyone on district property. This includes tobacco use by staff, students, parents, and other individuals at any district-sponsored event or activity.

Effective January 1, 1995, per the tobacco-free school policy set forth in Board Policy Number 5131.62 of the LAKESIDE UNION SCHOOL DISTRICT, a copy of which is stated above and is incorporated herein by reference; contractors, subcontractors and any officers, agents and employees of either of them shall be deemed visitors to the District while on District premises. Pursuant to the terms of the Policy, the use of tobacco, or any product containing tobacco or nicotine products by any visitor on school premises is prohibited.

By signing below, the undersigned acknowledges notice of Board Policy 5131.62 and remedies set forth herein.

  
 \_\_\_\_\_  
 Signature of Authorized Representative  
 Douglas MacLachlan  
 \_\_\_\_\_  
 Printed Name of Above  
 President  
 \_\_\_\_\_  
 Title  
 GEM Industrial Electric, Inc.  
 \_\_\_\_\_  
 Name of Company

**[END OF DOCUMENT]**

**DOCUMENT 00655  
TUBERCULOSIS CLEARANCE**

The undersigned does hereby certify to the Governing Board of the District as follows:

I am a representative of the GEM Industrial Electric, Inc. ("Contractor") currently entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Contractor certifies that at least one of the following items applies to the Services that are the subject of the Agreement:

- The Contractor has complied with the tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education Code Section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or
- Contractor's Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District students.

Date: 05/06/2024

Name of Contractor: GEM Industrial Electric, Inc.

Signature: 

Print Name and Title: Douglas MacLachlan, President

**[END OF DOCUMENT]**

**DOCUMENT 00660**

**EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

"I hereby certify to the LAKESIDE UNION SCHOOL DISTRICT that I (if an individual) or we (if a company or corporation) do not discriminate against any employee or applicant for employment because of race, color, sex, religion, or national origin."

  
\_\_\_\_\_  
Signature of Authorized Representative  
Douglas MacLachlan  
\_\_\_\_\_  
Printed Name of Above  
President  
\_\_\_\_\_  
Title  
GEM Industrial Electric, Inc.  
\_\_\_\_\_  
Name of Company

**[END OF DOCUMENT]**

**DOCUMENT 00670**

**CERTIFICATION OF NON-DEBARMENT**

Debarment, Suspension, and other Responsibility Matters:

A. The applicant certifies that it and its principles:

(a) Are not presently debarred, suspended, proposed for debarment, declared intelligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of the certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this.

It further agrees, by accepting and executing this Agreement, that it will include this language without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the Contractor or any lower tier participant is unable to certify this statement, it shall attach an explanation to this Agreement.

GEM Industrial Electric, Inc.  
Proper name of Individual, Company or Corporation

By  Douglas MacLachlan

Title President

Address 16902 Rio Maria Road, Lakeside, CA 92040

Telephone 858-486-1758

Date 05/06/2024

**[END OF DOCUMENT]**

**DOCUMENT 00200**

**CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700 in relevant part provides:

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

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

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

Contractor

By  Douglas MacLachlan  
Signature

Title President

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

**[END OF DOCUMENT]**

**DOCUMENT 00500**

**CONTRACT**

THIS CONTRACT made this day of May 20, 2024 in the County of San Diego, State of California, by and between the LAKESIDE UNION SCHOOL DISTRICT, hereinafter called the District, and GEM Industrial Electric, Inc, hereinafter called the Contractor.

The District and the Contractor for the considerations stated herein 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, equipment, tools, utility services, and transportation to complete in a work like manner all of the work required in connection with the following titled Project and in strict compliance with the Contract Documents as specified in Article 5 below:

**BID NO.: 2024-05C  
LUSD TIERRA DEL SOL MIDDLE SCHOOL SECURITY FENCE**

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 act or omission of the District Representative, Architect, Engineer, Inspector, Division of the State Architect, or representative 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 five (5) days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

**ARTICLE 2- TIME FOR COMPLETION.** The work shall be commenced on the date stated in the District's Notice to Proceed, as provided in Section A of the Special Conditions. As specified in the District's notice to proceed, the work shall be completed within fifty (50) calendar days from and after the date stated in such notice, and in accordance with the target milestones and work element durations shown in the Master Construction Project Schedule, included in the Special Conditions, Paragraph L. The calendar days specified herein includes calendar days for anticipated inclement weather, taking into consideration the seasonal weather for the time when construction will be undertaken.

In entering into this Contract, Contractor acknowledges and agrees that the construction 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, subject to any additions or deductions as provided in the Contract Documents, and including any applicable sales, use or other taxes or costs, the sum of Four Hundred Twenty-nine Thousand Five Hundred Dollars Dollars (\$ 429,500.00), said sum being the total amount stipulated in the bid. Payment shall be made as set forth in the General Conditions.

**ARTICLE 4 – LIQUIDATED DAMAGES.** It is agreed that the Contractor will pay the District the sum of One Thousand Dollars (\$ 1,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Contract Documents for finishing said work, as Liquidated

Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the District may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under provisions of the Contract Documents.

**ARTICLE 5 - COMPONENT PARTS OF THE CONTRACT.** The agreement entered into by this Contract 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 Bid
- Information for Bidders
- Contractor's Certificate Regarding Workers' Compensation
- Bid Form, as accepted
- Bid Bond
- Designation of Subcontractors
- Designation of DVBE Subcontractors
- Information Required of Bidders
- Asbestos-Free Material Certification
- Non-collusion Affidavit
- Contract
- Performance Bond
- Payment Bond for Public Works
- Recycled Content Certification
- Contractor & Subcontractor Fingerprinting Requirements
- Drug-Free Workplace Certifications
- Tobacco-free Certification
- Equal Opportunity Statement
- Certificate of Non-Debarment
- General, Special, and Supplementary Conditions
- Insurance Policies
- All Contractor Certifications
- Addenda Nos. 1\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as issued
- Drawings, Plans, and Specifications

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 Contract shall supersede any prior agreement of the parties.

**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 – SUBSTITUTION OF SECURITIES.** It is understood that at the request and expense of the Contractor, the District will pay the amounts retained pursuant to these Contract Documents as security for the completion of the work in compliance with the requirements of Public Contract Code Section 22300.

**ARTICLE 8 – RECORD AUDIT.** In accordance with Government Code, Section 8546.7, records of both the District and the Contractor shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

**ARTICLE 9 – INDEMNIFICATION.** The District, the District's Representative, the District Representative, the Architect, and their Board members, directors, officers, employees, agents and authorized volunteers shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the Work, or for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the Work. The Contractor shall be responsible for any damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the Work. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever arising out of or in connection with the performance of the Work; provided, however, that the Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of the District, its Board members, directors, officers, employees, agents and authorized volunteers who are directly responsible to the District.

Contractor shall indemnify the District, the District Representative, and their Board members, directors, officers, employees, agents and authorized volunteers against and will hold and save them and each of them harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm entity, corporation, political subdivision or other organization arising out of or in connection with the Work, operation or activities of Contractor, its agents, employees, subcontractors or invitees, provided for herein, whether or not there is concurrent passive or active negligence on the part of the District, the District's Representative, the District Representative, the Architect, or their Board members, directors, officers, employees, agents and authorized volunteers, but excluding such actions, claims, damages to persons or property penalties, obligations or liabilities arising from the sole established negligence, willful misconduct or active negligence of the District, the District's Representative, the District Representative, the Architect, or those who are directly responsible to them; and in connection therewith:

- a. Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection therewith.
- b. Contractor will promptly pay any judgment rendered against Contractor, the District, the District's Representative, the District Representative, the Architect, and their Board members, directors, officers, employees, agents and authorized volunteers covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder and Contractor agrees to save and hold the District, the District's Representative, the District Representative, the Architect, and their Board members, directors, officers, employees, agents and authorized volunteers harmless there from.
- c. In the event the District, the District's Representative, the District Representative, the Architect, and their Board members, directors, officers, employees, agents and authorized volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the Work, or operation or activities of Contractor hereunder, Contractor agrees to pay to the District, the District's Representative, the District Representative, the Architect, and their Board members, directors, officers, employees, agents and authorized volunteers any and all costs and expenses incurred by the District, the District's Representative, the District Representative, the Architect, and their Board members, directors, officers, employees, agents and authorized volunteers in such action or proceeding together with reasonable

attorney's fees.

- d. The District may retain, to the extent it deems necessary, the money due to the Contractor under and by virtue of the Contract Documents until disposition has been made of such actions or claims for damages as specified herein above.

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

CONTRACTOR:

DISTRICT:

GEM Industrial Electric, Inc

LAKESIDE UNION SCHOOL DISTRICT

License No. 235465

By \_\_\_\_\_

By 

Its \_\_\_\_\_

Its President

(Corporate Seal)

**[END OF DOCUMENT]**