

Bid #16/17-03

PAINTING

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ADELANTO ELEMENTARY SCHOOL DISTRICT

NOTICE INVITING BIDS

Bid #16/17-03

PAINTING

Opening date May 16, 2016

NOTICE IS HEREBY GIVEN that the Adelanto Elementary School District of San Bernardino County, California, acting by and through its Governing Board, hereinafter referred to as the Owner, will receive up to, but not later than **2:00 PM** on 5/16/2016 sealed bids for PAINTING with the bid title and number and addressed to the Purchasing Department. Bids will be delivered to and opened at 11824 Air Expressway, Adelanto, CA, 92301 on above time and date. Bids received after the above stated time will be returned to bidder unopened.

Bids shall be signed and accompanied by securities referred to in the bid package. All bids shall be submitted on forms furnished by the District and are available with bid packages at the Purchasing Department, 11824 Air Expressway, Adelanto, CA 92301, phone (760) 246-8691.

A California type C-33 license is required to be held by contractor.

The Contractor and any subcontractor(s) shall pay not less than the specified prevailing rates of wages to all workers employed by them in the execution of the contract.

The District is seeking DVBE participation with this bid.

The Board of Trustees of the Adelanto Elementary School District reserves the right to accept or reject any and all bids, to waive any irregularities in the bids or bidding, to be sole judge as to the merit, quality and acceptability of labor and materials proposed and their compliance to the plans and specifications, if it be in the best interest of the District.

Date: April 7, 2016

Board of Education

Publish Date: 5/1/2016 and 5/14/2016

INFORMATION FOR BIDDERS

1. Preparation of Bid Forms: The District invites bids on the form attached to be submitted at such time and place as is stated in the Notice to Contractors Calling for Bids. All blanks in the bid form must be appropriately filled in, and all prices must be stated in both words and figures. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, company address, company phone and fax number and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that his bid is received in proper time by the Purchasing Office, 11824 Air Expressway., Adelanto, CA 92301. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. All bids shall be publicly opened and read aloud at the above mentioned time and place. Bids submitted, and their recaps will not be available for review until after Board of Trustees approval.
2. Bid Security: Include with the bid a bid bond, certified check or cashier's check in favor of the District, executed by the bidder and acceptable to the District as surety, in an amount not less than \$500 (five hundred dollars). The bid bond shall be given as a guarantee that the bidder shall execute the contract if it be awarded to him in conformity with the contract documents. Said security shall be forfeited to the District should the bidder to whom the contract is awarded fail to execute the agreement. Bids submitted without bid bond will not be considered. Personal checks will not be accepted. **Total work on all jobs performed under this contract shall not exceed the amount of \$250,000.00.**
3. Agreements and Bonds: The Agreement form which the successful bidder, as Contractor, will be required to execute, and the form of the performance bond and payment bond which such contractor will be required to furnish in accordance with Civil Code section 3247 prior to and should be carefully examined by the bidder. Unless otherwise specified in Special Conditions, the bonds shall be in the amount of one hundred percent (100%) of the amount of the contract. All bonds to be executed by a **California Admitted Surety Insurer**. A Certificate of Insurance to be furnished as required in the contract naming the District as "Additionally Insured" at least as broad as the CG 20 10 11 85. The required number of executed copies of the Agreement, the performance bond and payment bond is five (5). All forms to be furnished prior to execution of the contract. A separate payment and performance bond will be required for each job performed under this contract.
4. Signature: The Bid Form must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of their company.
5. Modifications: Changes in or additions to the Bid, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid submitted will be considered. Written or telegraphic modification may be considered only if received prior to the bid closing date and time will be accepted. Questions may be faxed to 760-246-4201 Attn: Purchasing Department.

6. Erasures: The Bid documents submitted must not contain any erasures, interlineations, or other corrections unless each such correction is initialed in the margin immediately opposite by the person or persons signing the bid. Responsibility for errors or omissions on the part of bidders in making up their bids will not be assumed by the school district.

7. Examination of Site and Contract Documents: Each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract documents, form, instrument, addendum, or other document, or to visit the site and acquaint himself with conditions there existing shall in no wise relieve any bidder from obligations with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

8. Withdrawal of (Request for Proposal) or Bids: Any bidder may withdraw his Bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of the Bid. No bidder may withdraw a bid for 30 days after time specified for the bid opening.

9. Interpretation of Plans and Documents: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other contract documents, or finds discrepancies in, or omissions from the drawings and specifications, bidder may submit a written request for clarification or correction to the District attention to the Purchasing Department. A copy of the request for clarification and the response thereto will be mailed to all bidders. Corrections will be made by addendum issued to each bidder. The District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the bid.

10. Bidders Interested in More Than One Bid: No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.

11. Award of Contract: The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process, and to make its selection of items awarded based upon its best judgment as to which items substantially comply with the specifications, or which are most economical and/or best suited for the needs of the district. In the event of equal bids, the award shall be made by lot as per Government Code #53064. All bids shall remain open and valid and subject to acceptance for a period of SIXTY (60) days after the bid opening date. Items listed on the bid will be awarded in part or whole and quantities may vary whichever is in the best interest of the District.

Award to Lowest Responsive Responsible Bidder. The award of the Contract, if any, will be to the responsible Bidder submitting the lowest responsive Bid Proposal on the basis of the Base Bid Proposal or the Base Bid Proposal and Alternate Bid Items, if any, selected in accordance with these Instructions for Bidders.

Selection of Alternate Bid Items. Refer to Section 01030 for description of Bid Alternates specific to this Project. The award of the contract will be made as set forth in the Bid Form.

12. Evidence of Responsibility: Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, his construction experience, and his organization and plant facilities available for the performance of the contract. The District may also request the names of three (3) references with whom similar transactions were made during the previous year.

13. List of Subcontractors: Each bidder shall submit a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sec. 4100 and following). Forms for this purpose are furnished with the bid documents. The list will included address, phone number and license number of each subcontractor listed.

14. Liquidated Damages: Liquidated damages may be assessed for deliveries not made by the due date. The liquidated damages on this bid shall be \$500.00 per day until the work is completed.

15. Workmen Compensation: In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation of his employees. Contractor shall sign and file with District the following certificate prior to performing the work under this contract: "I am aware of the provisions of Sec 3700 of the Labor Code which require every employer to be insured against liability for workmen compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. The form of such certificate is included as part of the contract documents.

16. Anti-discrimination: It is the policy of the District that in connection with all services performed, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, and therefore, the bidder agrees to comply with applicable Federal and California State laws including, but not limited to, the California Fair Employment Practice Act beginning with labor code #1410 and #1735. In addition, the bidder agrees to require like compliance by all subcontractors employed by him.

The Bidder hereby assures that it will comply with the Americans with Disabilities Act of 1990, 42 U.S.C. Sections 12101 et seq., to ensure that disabled individuals shall be reasonably accommodated in accordance with the Act, and the Contractor shall not exclude from participation in or deny the benefit of, or otherwise subject a disabled individual to discrimination under this Contract, or under any project, program, or activity supported by this Contract.

17. Conviction for Employment of Undocumented Aliens: No state agency or department that is subject to P.C.C. 10357 shall award a public works or purchase contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works or purchase contract, who has, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens per P.C.C. 6101.

18. Fingerprinting of Employees: Please be aware that due to STATE ASSEMBLY BILL 1610 and Education Code Section 45125.1, if any of your employees will be working at a district site while students are present, you will be required to provide us with a letter stating that you have obtained a fingerprint report from the Department of Justice for each worker proving that he/she has not been convicted of a serious or violent felony or is not involved in a pending criminal proceeding involving a serious or violent felony as they are defined in Penal Code Sections 667.5(c) and 1192.7(c), respectively. Contractor shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1. No one will be allowed on a job site where children are present without fingerprint clearance unless there is a secured area cordoned off and supervised by a fingerprinted employee. Please be aware that it takes at least six weeks to receive fingerprint clearance back from the Department of Justice, so time is of the essence for submitting your employee's and subcontractor's fingerprints for clearance. District may request the removal of an employee from a District site at any time. Failure to comply with this provision may result in termination of this agreement.

19. Bid Deposit Return: Deposits will be held for forty-five days (45) or until posting by the successful bidder of the bonds required and the execution of the contract, at which time the deposits will be returned to the unsuccessful bidders. The awarding Bid Security will be released at the completion date approved by the board.

20. Forfeiture for Failure to Post Security and Execute Contract: In the event the bidder to whom an award is made fails or refuses to post the required bonds and return executed copies of the contract within five calendar days from the date of receiving notification that he is the bidder to whom the contract is awarded, the District may declare the bidder's bid deposit or bond forfeited as damages caused by failure of the bidder to enter into the contract, and may award the work to the next lowest bidder, or may call for new bids.

21. Reimbursement: If bidder requests to be released from bid or any portion thereof after award due to an error in his calculations or inability to supply, bidder will reimburse district for the price difference required to purchase elsewhere.

22. Travel and Subsistence Payments: Each workman needed to execute the work must be paid travel and subsistence payments as are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

23. Alternates: If alternate bids are called for, the contract may be awarded at the election of the Governing Board to the lowest responsible bidder on the base bid, or on the base bid and any alternate or combination of alternates.

24. Brands: Brand names are included for descriptive purposes, to indicate the quality, design and utility desired. This specification is not intended to restrict competition. Brands of equal make or type to those specified are acceptable unless otherwise indicated in this bid request. Each bidder shall indicate the manufacturer's name and model number of the brands being bid.

25. Substitution: Substitutions of brands after award are not allowed unless prior approval from the Purchasing department has been received. Substitutions must be submitted to Purchasing Department on the enclosed Substitution Form at least five days before the bid closing. If an item is purchased and later discovered not to meet

specifications, vendor shall assume all responsibility and make adjustments as required by the district.

26. Prices: All prices to be guaranteed for six (6) months from bid closing date. Price must include labor, materials, and cost of hauling away debris.

27. Delivery: All bids shall be quoted F.O.B. destination. Work is to begin within fifteen (15) days of order.

28. Quantities: The District reserves the right to increase or decrease quantities purchased during the length of time the bid price is effective.

29. Materials and Workmanship: Materials shall be new, unless otherwise specified. Materials and workmanship shall be of the best quality and consistent with the specifications and subject to the approval of the District.

Or Equal: Whenever any materials, apparatus, equipment or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, the name so indicated shall be deemed and constructed to be followed by the words, "or approved equal". If an "or equal" is bid, the bidder shall specify what brand, grade, etc. of any proposed substitute. The bidder must also provide a specification sheet and picture of the product bid. Vendor shall clearly state any differences on the bid sheet, not on an attachment of any kind. The District shall determine if a substitution is an equal after reviewing these items. If item is deemed not equal, bidder shall supply item as specified by the District.

30. Purchases: All purchases resulting from this bid shall be by District purchase order ONLY.

31. Contractor's License: If at any time the bids are opened the bidder is not licensed to perform the project in accordance with Division 3, Chapter 9 of the Business and Professions Code of the State of California and the Notice to Contractors Calling for Bids, the bid will not be considered.

32. Liability (Hold Harmless): The Contractor shall hold and save the District, its officers, agents, and employees harmless from every claim or demand made, and every liability, loss, damages or expenses of any nature or kind including attorney fees, and costs, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this Contract, including its use by the District, unless otherwise specifically stipulated in the Contract documents and unless such liability arises from the negligence or willful misconduct of the District, its officers, employees, agents, or independent contractors who are directly employed by the District.

33. Drug Free Certification: Bidder shall execute a Drug Free Certification as mandated by Government Code Section 8350 et seq., the Drug Free Workplace Act of 1990. The Drug Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the 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 of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting if the contracting agency determines that specified acts have occurred.

34. Deviations: Any deviations from any of the specifications, instructions or general terms and conditions or special terms and conditions shall be by written permission from the District.
35. Payment by District: Bidder should be aware that payment by the district is governed by the District Financial Services of the San Bernardino County Schools Office. Payments could be delayed at least three weeks after receipt of approved invoices.
36. Bid All Items: Bid on each item independently of the total. Bid all items on bid.
37. Start and End Times: If possible, work hours should be arranged to be before or after school hours. Arrival and departure from School Sites should be arranged to not contribute to the traffic congestions associated with arrival and departure of students.
38. Parking: Please contact School Office for the approved parking and staging locations for your crew.
39. Driving on School Grounds: When children are present on campus and you must drive a vehicle on the school grounds, it is mandatory that a "spotter" WALK alongside the vehicle.
40. Classroom Disruptions: Before entering an area where instruction is in progress, you are required to clear the interruption with the School Principal. Please enter and work quietly, and keep disruption to a minimum.
41. Lunch: Lunch time at school is busy and congested. Please try to avoid getting in the student path of travel.
42. Smoking, Drugs, Alcohol, Radios, Appropriate Language and Dress:
- The District is a "Tobacco-Free Facility" district wide. If you want to smoke or chew, you must do so off campus.
 - Use or possession of drugs of any kind is strictly forbidden.
 - Alcohol of any kind is strictly forbidden.
 - Do not play radios during school hours. Please avoid shouting or yelling during school hours.
 - Acceptable language is essential. Swearing, foul language, and racial, ethnic, or sexual slurs or comments are strictly forbidden.
 - Please dress appropriately for a school site.
 - What is written and/or pictured on clothing must comply with acceptable language above.
 - Violation of any of the above will result in immediate automatic dismissal.
43. Noncollusion affidavit: Per Section 7106 of the Public Contract Code requires a "Noncollusion affidavit to be executed by bidder and submitted with bid". Please see attachment.

44. DIR Requirements: As of March 1, 2015 all contractors bidding on a public works project must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 http://www.dir.ca.gov/public-works/public_works.html In the event the project is under the current legal bid limit, the contractor will be asked to provide the DIR registration number during the quoting process. This number will be reflected on the Purchase Order.

45. Addenda to the Documents: The District reserves the right to issue such addenda to the documents as it may desire at any time prior to the time fixed for receiving proposals. A copy of all such addenda will be promptly mailed or delivered to each bidder. Each addendum must be signed and returned with your bid package.

46. Questions: Obvious errors or questions regarding clarity or meaning of any specifications or other documents contained in this bid package shall be reduced to writing and faxed or mailed to the Purchasing Department. Oral and telephonic communication is NOT allowed. Fax number is (760) 246-4201.

47. Recap: Recap of bids submitted shall be posted online at www.aesd.net/Purchasing

GENERAL CONDITIONS

1. **DEFINITIONS**

- A. District/Owner and Contractor are those mentioned as such in the Contract. They are treated throughout the contract documents as if they are of singular number and masculine gender.
- B. Subcontractor includes those having direct contract with Contractor and who furnishes material worked to a special design according to drawing and specifications of this work, but does not include one who merely furnished material nor so worked.
- C. Worker includes laborer, worker or mechanic.
- D. Locality in which the work is performed means the county in which the public work is done.
- E. Surety is the person, firm or cooperation that executes as surety the Contractor's Performance Bond and Payment Bond. Surety must be an admitted surety insurer pursuant to Code of Civil Procedure Section 995.120.
- F. Provide shall include "provide complete in place", that is "furnish and install".
- G. As shown, as indicated, as detailed, refer to drawings accompanying this specification, if any.
- H. Work means labor and materials, or both, incorporated in, or to be incorporated in, the construction covered by the Contract documents. Unless otherwise specified, the terms "approved", "directed", "unsatisfactory", "required", "necessary" and "equal" means as approved, directed, satisfactory, accepted, acceptable, proper, required, necessary and equal in the opinion of the District.
- I. Independent Contractor: While providing the items included herein, the contractor is an independent contractor and not an officer, employee, or agent of the School District.
- J. The letters "ASTM" mean the "American Society for Testing and Materials" and the latest edition shall apply for the respective specification designations.

2. **SPECIFICATION AND/OR DRAWINGS**

Contract documents are complementary and what is called for by one (1) document shall be as binding as if called for by all. The intention of the contract documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words which so applied have a well known technical or trade meaning shall be deemed to refer to such recognized standards.

It shall be the responsibility of the Contractor to be so thoroughly familiar with all details of the project, including the work of his own forces and of subcontractors, that the following shall be called to the attention of the District Representative for instructions before an error is made on the job:

- A. Errors and omission in the Drawing Specifications
- B. Work shown on the Drawings or Specifications which, if so constructed, would result in confusion or interference with other work or the work of other trades, including the location of fixtures or equipment.
- C. In addition to being familiar with the Plans and Specifications, the Contractor is responsible for knowing all conditions of the site which will affect, or be affected by, transportation, disposal, handling and storing of materials, adverse weather conditions, or earthwork.
- D. Changes to the Contract amount will not be approved for the cost of correcting work where such work could have been avoided by proper examination of the Drawings, Specifications or site by the Contractor; and the work held in abeyance pending instructions from the district representative.

3. COPIES FURNISHED

Contractor will be furnished, free of charge, copies of drawings and specifications as set forth in the supplementary General Conditions. Additional copies may be obtained at cost of reproduction.

4. OWNERSHIP OF DRAWINGS

All drawings, specifications, and copies thereof furnished by the District are its property. They are not to be used on other work and with exception of signed contract sets are to be returned to it on request at completion of work.

5. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

Time is of the essence in this contract. Work shall commence on or before the date stated in District's notice to the Contractor of Intent to Award Contract and shall be completed by the Contractor in the time specified. If the work is not completed in accordance with the foregoing, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the amount of \$500.00 dollars for each calendar day of delay in completion. Contractor and his surety shall be liable for the amount thereof, pursuant to Government Code Section 53069.85.

Extension of Time. Contractor shall not be charged liquidated damages because of any delays in completion of work due to unforeseeable causes beyond the control and without the faulty or negligence of Contractor including, but not restricted to, acts of God or public enemy, acts of Government, acts of District or anyone employed by him or acts of another Contractor in performance of a contract with District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes. Contractor shall within three (3) days of beginning of any such delay (unless District grants a further period of time prior to date of final settlement of the contract) shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. In case of a continuing cause of delay, only one (1) claim is necessary.

6. PROGRESS SCHEDULE

Immediately after being awarded contract, Contractor shall prepare an estimated progress schedule and submit same for District's approval. Schedule shall indicate graphically the beginning and completion dates of all phases of construction.

7. CONTRACT SECURITY

Unless otherwise specified in Supplementary General Conditions, Contractor shall furnish a surety bond in an amount equal to one hundred percent (100%) of contract price as security for faithful performance of this contract and shall furnish a separate bond in an amount equal to one hundred percent (100%) of the contract price as security for payment of persons performing labor and furnishing materials in connection with this contract. Aforesaid bonds shall be in the form set forth in these contract documents. Upon request of Contractor, District will consider and accept multiple sureties on such bonds.

8. SUBSTITUTED SECURITY

Pursuant to Public Contract Code Section 22300, Contractor may request in writing the substitution of securities, at Contractor's expense, for any monies withheld by District to ensure performance. District may, as a condition of granting request, impose requirements

relating to the ownership of the securities and the terms and conditions of the deposit, which requirements shall be consistent with Public Contract Code Section 22300. District may refuse to permit the substitution of securities if its requirements are not complied with by Contractor.

Securities eligible for investment under this section shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the District.

The Contractor shall be the beneficial owner of any securities substituted for any moneys withheld and shall receive any interest thereon.

The escrow agreement used for the purposes of this section shall be substantially similar to the form set forth in Public Contract Code Section 22300.

9. ASSIGNMENT

Contractor shall not assign this Contract or any part thereof without prior written consent of the District. Any assignment of money due or to become due under this contract shall be subject to a prior lien for services rendered or materials supplied for performance of work called for under said contract in favor of all persons, firms or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Code of Civil Procedure and the Government Code and shall also be subject to deductions for liquidated damages if liquidated damages have been assessed as specified in Article 5 herein.

10. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the District in order that proper steps may be taken to have the change reflected in the Contract.

11. DISTRICT'S RIGHT TO TERMINATE CONTRACT

District may, by written notice of default to the contractor, terminate the whole or any part of its order under this agreement if:

- A. Contractor fails to make delivery of the supplies, equipment, or to perform the service within the time specified herein or any extension thereof.
- B. Contractor fails to perform any of the other provisions of this agreement and does not cure such failure within a period of ten (10) calendar days (or such longer period as the purchasing department may authorize in writing) after receipt of notice from the purchasing department specifying such failure.

In the event that the School District terminates its order(s) in whole or in part, District may procure supplies, equipment or services similar to those so terminated from other sources, and the vendor shall be liable to the District for any additional costs resulting from such action. Vendor shall be required to deliver all supplies or services under this agreement which are not terminated.

12. WARRANTY-GUARANTEE

Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee that all work executed under this Contract will be free from defects of materials and workmanship for a period of two (2) years after date of acceptance of work by District and

shall repair or replace any or all such work, together with any other work, which may be displaced in so doing that may prove defective in workmanship and/or materials within two (2) years period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion or repairs.

In the event of failure of Contractor to comply with above mentioned conditions within five (5) working days after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at expense of Contractor who hereby agrees to pay costs and charges therefore immediately on demand. The District shall be entitled to all costs upon demand. The District shall be entitled to all costs, including reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

If, in the opinion of the District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District or to prevent interruption of operations of the District, the District will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this article, proceed to make such correction or provide such attention and the costs of such correction or attention shall be charged against the Contractor. Such action by the District will not relieve the Contractor of the guarantee provided in this article or elsewhere in this Contract.

This article does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project in writing.

It shall be understood that the surety for the faithful performance bond submitted in conformance with the terms of the Contract by the Contractor for this Project is liable on its bond for all obligations of the Contractor including guarantee provisions.

13. NOTICE AND SERVICE THEREOF

Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless serviced in one (1) of the following manners:

- A. If notice is given to District, by personal delivery thereof to District or by depositing same in United States mail, enclosed in a sealed envelope, addressed to District, postage prepaid and registered.
- B. If notice is given to Contractor, by personal delivery thereof to said Contractor or to his foreman at site of project, or by depositing same in United States mail, enclosed in a sealed envelope, addressed to said Contractor at his regular place of business or at such other address as may have been established for the conduct of work under this contract, postage prepaid and registered.
- C. If notice is given to surety or other persons, by personal delivery to such surety or other person or by depositing same in United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by him to party giving notice, postage prepaid and registered.

14. WORKERS

- A. Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ any unfit persons or anyone not skilled in work assigned to him.
- B. Any person in the employ of the Contractor whom District may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of District.
- C. This contract is subject to the provisions of Education Code Section 45125.1 Contractors' employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any District Site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5(c) and 1192.7(c), respectively. Contractor shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1. Contractor shall provide District with a list of names of employees who may come in contact with students and must certify in writing to the District that none of its employees who may come into contact with students have been convicted of a felony as defined in Education Code Section 45122.1. District may request the removal of an employee from a District site at any time. Failure to comply with this provision may result in termination of this contract.

15. CHANGES AND EXTRA WORK

District, without invalidating Contract and as provided by law, may order extra work or make changes by altering, adding to or deducting from work contract sum being adjusted accordingly. All such work shall be executed under conditions of original contract except that any claim for extension of time caused thereby shall be adjusted at time of ordering such change. In giving instructions, District Representative shall have authority to make minor changes in work not involving change in cost and not inconsistent with purposes of building. Otherwise, except to an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from District and no claim for addition to contract sum shall be valid unless so ordered.

If the Contractor is delayed in completing the work by reason of any change made pursuant to this Section, the time for completion of the work shall be extended by a Change Order for a period commensurate with such delay. The Contractor shall not be subject to any claim for liquidated damages for this period of time, but the Contractor shall have no claim for any other compensation for any such delay.

Value of any such extra work, change or deduction shall be determined at the discretion of District in one or more of the following ways:

- A. By acceptable lump sum proposal from Contractor.
- B. By unit prices contained in Contractor's original bid and incorporated in Contract documents or fixed by subsequent agreement between District and Contractor.
- C. By cost of material and labor and percentage for overhead and profit. Following form shall be followed as applicable for additions and deduction to Contract:

	EXTRA	CREDIT
1. Material (attach itemized quantity and unit cost plus sales tax).	_____	_____
2. Labor (attach itemized hours and rates).	_____	_____
3. Subtotal	_____	_____

4. Subcontractor's overhead and profit not to exceed 15% of item 3.	_____	_____
5. P.L. and P.D., Compensation Insurance, Social Security and Unemployment Taxes, not to exceed % of Labor, Item 3	_____	_____
6. Subtotal	_____	_____
7. General Contractor's overhead and profit, not to exceed 15% of Item 6	_____	_____
8. Subtotal	_____	_____
9. Bond premium not to exceed 1% of Item 8	_____	_____
10. TOTAL	_____	_____

If the Contractor should claim that any instruction request, specification, action, condition, omission, default or other situation obligates the District to pay additional compensation to the Contractor or to grant an extension of time for the completion of other contract, or constitutes a waiver of any provision in the contract, he shall notify the District in writing of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in this article.

16. DEDUCTION FOR UNCORRECTED WORK

If District deems it inexpedient to correct work injured or done not in accordance with Contract, an equitable deduction from Contract price shall be made therefore.

17. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Contractor shall take out and maintain during the life of this Contract such public liability and property damage insurance as shall protect him and District from all claims for property damage arising from operations under this contract in amounts set forth below. Public liability and property damage insurance shall include, but not be limited to, products completed operations hazard insurance.

Contractor shall not be responsible for cost of repair or for restoring damage to the work caused by an act of God as defined in Public Contract Code 7104 in excess of five percent (5%) of the contract amount provided the work damage is built in accordance with the applicable building standard and the plans and specifications. An act of God as defined in Section 7104 of the Public Contract Code is an earthquake in excess of a magnitude of 3.5 on the Richter scale and/or tidal waves.

Contractor shall require his subcontractors, if any, to take out and maintain similar public liability and property damage insurance in amounts as hereinafter set forth.

A. Workers' Compensation

- 1. State Statutory
- 2. Applicable Federal Statutory

B. Comprehensive general liability, including premises-operations, independent contractors protective, products and completed operations, broad form property damage:

- 1. Bodily Injury \$1,000,000 each occurrence
- 2. Property Damage \$1,000,000 each occurrence

- \$1,000,000 aggregate
3. Products and completed operations shall be maintained for a minimum of two (2) years after final payment \$ 500,000 aggregate
4. Property damage liability shall provide X, C and U coverage
- C. Contractual Liability
1. Bodily injury \$ 1,000,000 each occurrence
2. Property damage \$ 1,000,000 each occurrence
\$ 1,000,000 aggregate
- D. Personal injury with employment exclusion deleted \$ 100,000 aggregate
- E. Comprehensive automobile liability (Owned, non-owned, hired)
1. Bodily injury \$ 100,000 each person
\$ 500,000 each accident
\$ 100,000 each occurrence
2. Property damage
- F. Property insurance
1. The contractor shall purchase the following:
- a. All risk, on the "completed value form" in names of the owner, contractor and subcontractor/s as their interests may appear in limits as follows:
- 1.a. Full insurable value of the work.

18. FIRE INSURANCE

Contractor shall maintain and cause to be maintained fire insurance on all work subject to loss or damage by fire. Amount of fire insurance shall be sufficient to protect against loss or damage in full until work is accepted by District.

19. PROOF OF CARRIAGE OF INSURANCE

Contractor shall not commence work nor shall he allow any subcontractor to commence work under this Contract until he has obtained all required insurance and certificates which have been delivered in duplicate and approved by District.

- A. Certificates and insurance policies shall include the following clause: this policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District stating date of cancellation or reduction and may not be less than sixty (60) days after date of receipt of notice.
- B. Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice.
- C. Certificates of insurance **shall clearly state that the District is named as additional insured** under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District.

20. LAWS AND REGULATIONS

Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings, if any, and specifications are at variance therewith, he shall promptly notify Manager of Purchasing in writing and any necessary changes shall be adjusted as

provided in contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to District Representative, he shall bear all costs arising there from. The contractor certifies by delivery, that all items furnished under this agreement meet or exceed applicable OSHA codes.

21. PERMITS AND LICENSES

Permits and licenses necessary for prosecution of work shall be secured and paid for by Contractor unless otherwise specified.

22. SURVEYS

Surveys to determine locations of property lines and corners will be supplied by District. Surveys to determine locations of construction, grading and site work shall be provided by Contractor, if required.

23. EXCISE TAXES

If under federal excise tax law, any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1.) that the District is a political subdivision of the state for the purposes of such exemption and (2.) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in any bid price.

24. PATENTS, ROYALTIES AND INDEMNITIES

The Contractor shall hold and save harmless the District, its officers, agents and employees from liability of any nature or kind including cost and expense for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of this contract including its use by the District unless otherwise specifically stipulated in the contract documents.

Contractor agrees to indemnify and save harmless, District, its officers, agents and employees from and against any and all claims, demands, losses, defense costs or liability of any kind or nature which District, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with contractor's performance, under the terms of this contract, excepting only liability arising out of the sole negligence of the District.

25. PAYMENTS BY CONTRACTOR

Contractor shall pay:

- A. For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered.
- B. For all materials, tools and other expendable equipment to the extent of ninety percent (90%) of cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at site of project and balance of cost thereof not later than the 30th day following completion of that part of work in or on which such materials, tools and equipment are incorporated or used.
- C. Each of his subcontractors, not later than the 5th day following each payment to Contractor; the respective amount allowed Contractor on account of work performed by respective subcontractor to the extent of such subcontractor's interest therein.

26. CONTRACTOR'S SUPERVISION

Unless personally present on premises where work is being done, Contractor shall keep on the work, during its progress, a competent superintendent satisfactory to District. Superintendent shall not be changed except with consent of District unless superintendent proves to be unsatisfactory to Contractor and ceases to be in his employ. Superintendent shall represent Contractor in his absence and all directions given to him shall be as binding as if given to Contractor. Other directions shall be so confirmed on written request in each case.

Contractor shall give efficient supervision to work, using his best skill and attention. He shall carefully study and compare all drawings, specifications and other instructions and shall at once report to District Representative any error, inconsistency or omission which he may discover, but he shall not be liable to District for any damage resulting from any errors or deficiencies in Contract documents or other instructions by District.

27. DOCUMENTS ON WORK

Contractor shall keep one (1) copy of all contract documents, including addenda, change orders and Title 21 of the California Code of Regulations, 1984 annual supplement to the State Building Code Title 24, Part 2 of the California Administrative Code hereafter referred to as Title 24, which is a part of contract documents, on job at all times. Said documents shall be kept in good order and available to District and representatives. Contractor shall be acquainted with and comply with the provision of said Title 21 and 24 as they relate to this project. (See particularly the duties of Contractor, California Administrative Code Title 21, Office of the State Architect, Section 42.)

28. UTILITIES

All utilities including, but not limited to, gas and telephone used on work shall be furnished and paid for by Contractor. Contractor shall furnish and install necessary temporary distribution systems including meters, if necessary, from distribution points to points on site where utility is necessary to carry on work. Upon completion of work, Contractor shall remove all temporary distribution systems.

If contract is for addition to existing facility, Contractor may, with written permission of district, use District's existing utilities by making prearranged payments to District for utilities used by Contractor for construction.

29. UTILITIES: REMOVAL, RESTORATION

Pursuant to Government Code Section 4215, the District assumes the responsibility for removal, relocation and protection of utilities located on the construction site at the time of commencement of construction under this contract with respect to any such utility facilities which are not identified in the plans and specification. The Contractor shall not be assessed for delay in completion of the project caused by failure of the District to provide for removal or relocation of such utility facilities. District shall compensate the Contractor for the cost of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care and removing or relocating such utility facilities not indicated in the plans and specification with reasonable accuracy and for equipment necessarily idle during such work.

30. SANITARY FACILITIES

The Contractor shall provide a sanitary temporary toilet building as directed by the Inspector for use of all workmen. The building shall be maintained in a sanitary condition at all times and shall be left at the site until removal is directed by the Inspector. Use of toilet facilities in the work under construction shall not be permitted except by approval of the Inspector.

31. CLEAN UP

Contractor shall at all times keep premises free from debris such as waste, rubbish and excess materials and equipment caused by this work. Debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work, he shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign materials or discoloration. He shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricade, planking and construction toilet and similar temporary facilities from site.

32. PROTECTION OF WORK AND PROPERTY

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this Contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. He shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to premises where work is being performed. He shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workmen and the public and shall post danger signs warning against hazards created by such features in the course of construction. He shall designate a responsible member of his organization on the work whose duty shall be prevention of accidents. Name and position of person so designated shall be reported to the District by Contractor.

In an emergency affecting safety of life, work or adjoining property, Contractor, without special instruction or authorization from district, is hereby permitted to act at his discretion to prevent such threatened loss or injury, and he shall so act, without appeal, if so authorized or instructed by Architect or by the District. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

Contractor shall provide such heat, covering and enclosures as are necessary to protect all work, materials, equipment, appliances and tools against damage by weather conditions.

Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property and structures, and to avoid damage thereto and repair any damage thereto caused by construction operations.

Contractor shall (unless the requirements are waived by the District):

- A. Enclose working area with a substantial barricade and arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities.
- B. Provide substantial barricades around any shrubs or trees indicated to be preserved.
- C. Deliver materials to site over route designated by District.
- D. When directed by District, take preventive measures to eliminate objectionable dust.
- E. Confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of District and shall not unreasonably encumber premises with his materials and enforce all instructions of District regarding signs, advertising, fires, danger signals, barricades and smoking and require that all persons employed on work comply with all regulations while on construction site.
- F. Take care to prevent disturbing or covering any survey markers, monuments or other devices marking property boundaries or corners, If such markers are disturbed by accident, they shall be replaced by an approved civil engineer at no cost to the District.

29. **LAYOUT AND FIELD ENGINEERING**

All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by the Contractor at his expense. Such work shall be done by a qualified civil engineer approved by the District. Any required "As Built" drawings of site development shall be prepared by the approved civil engineer.

30. **CUTTING AND PATCHING**

Contractor shall do all cutting, fitting, or patching of work as required to make its several parts come together properly and fit it to receive or be received by work of other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure, and he shall make good after them as District may direct. All cost caused by defective or ill-timed work shall be borne by party responsible therefore.

Contractor shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor save with consent of District.

33. **CORRECTION OF WORK BEFORE ACCEPTANCE OF BUILDINGS**

Contractor shall promptly remove from premises all work condemned by District as failing to conform to Contract whether incorporated or not. Contractor shall promptly replace and re-execute his own work to comply with Contract documents without additional expense to District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If Contractor does not remove such condemned work within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense.

If Contractor does not pay expenses of such removal within ten (10) days' time thereafter, District may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

34. ACCESS TO WORK

District and its representatives shall at all times have access to work. Contractor shall provide safe and proper facilities for such access.

35. MATERIALS

Except as otherwise specifically stated in the Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power transportation, superintendence, temporary constructions of every nature and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.

Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified and workmanship shall be of good quality.

Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of work and shall be stored properly and protected as required. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

No materials, supplies or equipment for work under this contract shall be purchased subject to any chattel mortgage, under a conditional sale or other agreement by which an interest therein, or in any part thereof, is retained by seller or supplier. Contractor warrants good title to all material, supplies and equipment installed or incorporated in work and agrees upon completion of all work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by him, to District free from any claim, liens or charges. He further agrees that neither he nor any person, firm or corporation furnishing any materials or labor for any work covered by this contract shall have any right to lien upon premises or any improvement or appurtenances thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions, title to which is commonly retained by utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof. Nothing contained in the article, however, shall defeat or impair the right of persons furnishing material or labor under any bond given by Contractor for their protection, or any rights under any law permitting such persons to look to funds due Contractor in hands of District and this provision shall be inserted in all subcontracts and material contracts, and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such materials.

Contractor shall, after signing of Contract with District, place orders for materials and/or equipment as specified so that delivery of same may be made without delay to the work. Contractor shall, upon demand from the District, furnish to the District documentary evidence showing the orders have been placed.

District reserves the rights, for any neglect in not complying with the above instructions, to place orders for such materials and/or equipment as it may deem advisable in order that the work may be completed at the specific date mentioned in the Contract and all expenses incidental to procuring said materials and/or equipment shall be paid for by the Contractor.

Materials shall be stored on the premises in such manner so as not to interfere with the work and so that no portion of the structure shall be overloaded.

Materials or work required or necessary to be tested shall be tested under supervision of, as directed by, and at such places as may be convenient to the District. The required testing of all structural materials shall be done by an approved testing laboratory.

36. SUBSTITUTION

Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacture, such specification shall be deemed to be used for the purpose of facilitating description of material process of article desired and shall be deemed to be followed by the words "or equal" and Contractor may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. If material, process or article offered by Contractor is not, in opinion of District, substantially equal or better in every respect to that specified, then Contractor shall furnish material, process or article specified. Burden of proof as to equality of any material, process or article shall rest with Contractor. Contractor shall submit request together with substantiating data for substitution of any "or equal" item within seven days prior to bid opening. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of this contract.

In event Contractor furnished material, process or article is more expensive than that specified, difference in cost of such material, process or article so furnished shall borne by Contractor.

37. OCCUPANCY

District reserves the right to occupy building at all times before completion and such occupancy shall not constitute final acceptance of any part of work covered by this Contract.

38. NOTICE OF DISCOVERY PCC 7104

The contractor is responsible when digging trenches of other excavations that extend more than four feet below the surface to notify the district in writing of: (1) any material the contractor believes may be hazardous waste; (2) subsurface or latent physical conditions at the site differing from those indicated; (3) unknown physical conditions of any unusual nature, different materially from those ordinarily encumbered and generally recognized as inherent in work of the character provided for in the contract.

If, in the District's opinion, any change is required for performance of extra work not covered by this Contract, the District may order such change under the provisions of Article 15 herein.

In accordance with Public Contracts Code Section 7104, any dispute arising between Contractor and District as to any of the conditions listed in A, B, or C above, or with respect to Article 15 of this contract, shall not excuse the Contractor from the completion date required by this Contract and the Contractor shall proceed with all work to be performed under this Contract.

In addition, the District reserves the right to terminate this Contract should the District determine not to proceed because of any condition described in A, B, or C above. Contractor shall receive payment for all work performed to the date of termination.

39. TESTS AND INSPECTIONS

If contract, District's instructions, laws, ordinances or any public authority require any work to be specially tested or approved, Contractor shall give notice in accordance with such authority of its readiness for observation or inspection at least two (2) working days prior to being tested or covered up. If inspection is by authority other than District, Contractor shall inform District of date fixed for such inspection. Required certificates of inspection shall be secured by Contractor. Observations by District shall be promptly made and where practicable, at source of supply. If any work should be covered up without approval or consent of District, it must, if required by District, be uncovered for examination and satisfactorily reconstructed at Contractor's expense in compliance with Contract. Costs of tests of any materials found to be not in compliance with Contract shall be paid for by Contractor. Other costs for tests and inspections of materials shall be paid by District.

Where such inspection and testing are to be conducted by an independent laboratory or agency, such materials or samples of materials to be tested shall be selected by such laboratory or agency or District's representative and not by Contractor.

Contractor shall notify District in sufficient time in advance of manufacture of materials to be supplied by him under Contract, which must by terms of Contract be tested in order that District may arrange for testing of same at source of supply. Any materials shipped by Contractor from source of supply prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated in work without prior approval of District and subsequent testing and inspection. Reexamination of questioned work may be ordered by District and, if so ordered, work must be uncovered by Contractor. If such work is found in accordance with contract documents, District shall pay costs of reexamination and replacement. If such work is not found to be in accordance with contract documents, Contractor shall pay such costs.

40. PRE-FINAL INSPECTION

Approximately three days before completion of the work, the District representative will schedule a pre-final inspection to be attended by the District, the Contractor and invited parties associated with the Project. At this time a list of items requiring correction of completion before the final inspection will be compiled. In addition, at this time the Contractor shall arrange for the delivery of manufacturer data, manuals, operating instructions and keys to the District.

41. FINAL INSPECTION

Upon completion of the work, the Contractor shall notify the district representative that he desires a final inspection of the project. During this inspection, which will be arranged as soon as possible, the District, the Contractor and other parties concerned only with contractual requirements will compile a Final Inspection Correction List, incorporating all items of work and corrections required to complete the project.

42. DISTRICT'S INSPECTOR

One or more inspectors employed by District in accordance with requirements of Title 21 of the California Code of Regulations will be assigned to the work. His duties are specifically defined in Section 42 of said Title 21.

The inspector shall have access to all plant operations involving work under this Contract and shall be provided reasonable advance notice of the time and place of operations which he desires to observe. He shall be provided with all necessary samples of materials and work for testing purposes.

All work shall be under observation of said inspector. He shall have free access to any or all parts of work at any time. Contractor shall furnish inspector reasonable facilities for obtaining such information respecting progress and manner of work and character of materials. Inspection of work shall not relieve Contractor from any obligation to fulfill this Contract. Inspector or Purchasing Department Representative shall have authority to stop work whenever provisions of Contract documents are not being complied with and Contractor shall instruct his employees accordingly.

43. **SUBCONTRACTING**

- A. Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be as fully responsible to District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by subcontractor as he is for acts and omissions of persons directly employed by him. Nothing contained in contract documents shall create any contractual relation between any subcontractor and District.
- B. District's consent to or approval of any subcontractor under this contract shall not in any way relieve Contractor of his obligations under this contract and no such consent or approval shall be deemed to waive any provisions of this contract.
- C. Substitution or addition of subcontractors shall be permitted only as authorized in Chapter 2 (commencing at Section 4100), Division 5, Title 1 of the California Government Code.

44. **WAGE RATES**

Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, part 7, Division 2 of the California Labor Code, the governing body of District has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of workmen needed to execute the contract. These prevailing rates so determined are on exhibit in the District Office and are available to any interested party. Holidays shall be as defined in the collective bargaining agreement applicable to each particular craft, classification or type of worker employed under the contract.

Holiday and overtime work when permitted by law shall be paid for at a rate of at least one and one-half (1 ½) times the above specified rate of per diem wages, unless otherwise specified.

There shall be paid each worker of the Contractor or any of his subcontractors engaged in work on the project not less than the general prevailing wage rate regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractors and such worker.

The Contractor shall as a penalty to the District, forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any public work done

under the contract by him or by any subcontractor under him. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of Contractor's mistake, inadvertence or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence or neglect in failing to pay the correct rate of prevailing wages is not excusable if Contractor had knowledge of his obligations under Part 7 of Division 2 of the Labor Code. The difference between such stipulated prevailing wage rates, for which each worker was paid less than the prevailing wage rate, shall be paid to each workman by the Contractor.

Any worker employed to perform work on the project which is not covered by a classification listed in "Wage Rates" shall be paid not less than the minimum rate of wages specified herein for the classification which most nearly corresponds to work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

Pursuant to Labor Code Section 1773.1, per diem wages are deemed to include employer payments for health and welfare; pension, vacation travel time and subsistence pay as provided in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code and similar purposes when the term "per diem wages" is used herein.

If during the period this bid is required to remain open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which the work under the contract is to be performed, he shall make the change available to the district, but the change shall not affect the Request for Bids or the contract subsequently awarded.

Apprentices of any of the above crafts may be employed provided they are properly indentured to Contractor in full compliance with the provision of Section 1777.5 of the Labor Code. The Contractor shall bear the responsibilities of compliance with Labor Code Section 1777.5 for all apprentice able occupations and agrees that he will comply with said section.

Contractor and each subcontractor shall keep or cause to be kept an accurate record showing the name, occupation and actual per diem wages paid to each workman employed by him in connection with this public work. Such record shall be open at all reasonable hours to inspection by District, its officers and agents and to Chief, Division of Labor Law Enforcement of the State Department of Industrial Relations, State of California, his deputies and agents.

Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

45. RECORD OF WAGES PAID: INSPECTION

Pursuant to Section 1776 of the Labor Code

A. Each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each

journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under this contract.

B. The payroll records enumerated under subdivision (A) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (A) shall be made available for inspection or furnished upon request to a representative of the District, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (A) shall be made available upon request by the public for inspection or copies thereof made: provided, however, that a request by the public shall be made through the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, the subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

C. Each Contractor shall file a certified copy of the records enumerated in subdivision (A) with the entity that requested such records within ten (10) days after receipt of a written request.

D. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated.

E. The Contractor shall inform the district of the location of the records enumerated under subdivision (A), including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

F. In the event of noncompliance with the requirements of this section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after such a 10-day period, the Contractor shall pay a penalty of twenty-five dollars (\$25.00) to the District for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

G. The responsibility for compliance with this article shall rest upon the prime Contractor.

45. HOURS OF WORK

As provided in Article 3 (commencing at Section 1810) Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day of work. The time of service of any workman employed at any time by the Contractor or by the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8)

hours during any one (1) calendar day and forty (40) hours during any one (1) calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of contractors in excess of eight (8) hours per day and forty (40) hours during any one (1) week upon this public work shall be permitted compensation of all hours worked in excess of eight (8) hours per day at not less than one and one-half (1 ½) times the basic rate of pay.

Every Contractor and subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each workman employed by him in connection with any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25.00) for each workman employed in the execution of this contract by the Contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1 ½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

Any work necessary to be performed after regular working hours or on Sundays or other holidays shall be performed without additional expense to District.

46. WORKERS' COMPENSATION INSURANCE

The Contractor shall provide, during the life of this contract, workers' compensation insurance for all of his employees engaged in work under this contract, on or at the site of the project and, in case any of his work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this contract, on or at the site of the project, is not protected under Workers' Compensation Statute, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor shall file with the District certificates of his insurance protecting workers. Contractor is required to secure payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code.

47. TRAVEL AND SUBSISTENCE PAYMENTS

Each workman needed to execute the work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreement filed in accordance with Labor Code Section 1773.8.

48. PAYMENTS

District shall make progress payments to Contractor within 30 days after receipt of an undisputed and properly submitted payment request from Contractor, a sum equal to ninety five percent (95%) of value of work performed up to last day of previous month, less aggregate of previous payments. Work completed as estimated shall be an estimate only

and no inaccuracy or error in said estimate shall release Contractor or any bondsman from such work or from enforcing each and every provision of this contract and District shall have the right, subsequently, to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning work, or any portion thereof, given by the District shall remain uncompleted. Invoices shall be submitted in triplicate to the School District and shall contain the following information: Purchase order number, item number, item description, quantity, unit price, extended total, and applicable discounts for items delivered. For purposes of this article, a payment request is considered proper if funds are available for payment of the request and payment is not delayed due to an audit inquiry by the financial officer of the District.

Upon receipt of a payment request, the District shall: (1) review the request as soon as practicable after receipt to determine that the request is a proper payment request; (2) return any payment request determined not to be a proper payment request suitable for payment (accompanied by a document setting forth in writing the reasons why the request is not proper) as soon as practicable.

The final payment of five percent (5%) of the value of work done under this contract, if unencumbered, shall be made thirty-five (35) days after acceptance of work by District. Acceptance will be made only by action of the governing board.

Acceptance by Contractor of said final payment shall constitute a waiver of all claims against District arising from this contract.

The title to new materials and/or equipment for the work of this contract and attendant liability for its protection and safety shall remain with the Contractor until incorporated in the work of this contract and accepted by District. No part of said materials and/or equipment shall be removed from its place of storage except for immediate installation in the work of this contract. Contractor shall keep an accurate inventory of all said materials and/or equipment in a manner satisfactory to District or his authorized representative. Before payment is made hereunder, a certificate in writing shall be obtained from the inspector stating that the work for which the payment is demanded has been performed in accordance with the terms of the contract and that the amount stated in the certificate is due under the terms of the contract. The certificate shall be attached to and made a part of the claim made and filed with the district, provided that if the District shall, within three (3) days after written demand therefore, fail to deliver such certificate to District, the Contractor may file his claim with the District without said certificate, but together with such claim shall be filed a statement that demand was made for such certificate and that same was refused. Thereupon, the District will either allow said claims presented or shall state the reason for refusing to allow said claims. It is understood, moreover, that the certificate of the inspector shall not be conclusive upon the District, but merely advisory and that the payments herein provided for shall only be made when in fact such work has been performed in accordance with this contract.

49. ACCEPTANCE OF COMPLETION

The Board may accept completion of the contract and have the Notice of Completion recorded when the entire work has been completed to the satisfaction of the District, except for minor corrective items as distinguished from incomplete items.

If the Contractor fails to correct all such items prior to the expiration of the thirty-five (35) day period immediately following Acceptance of Completion, the District shall withhold from the final payment an amount equal to twice the estimated cost of the correction of all such items until the last of the items has been corrected.

At the end of the thirty-five (35) day period, if there are items remaining to be corrected, the District may request the Contractor, in writing, to make immediate correction of said items and if the Contractor fails to make such correction within ten (10) days of the date of the written notice, the District may make the correction and deduct the costs from the amount withheld.

50. PAYMENTS WITHHELD

In addition to the amount which District may retain under Article entitled PAYMENTS, and Article entitled ACCEPTANCE OF COMPLETION, District may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor as in its judgment may be necessary to cover:

- A. Payments which may be past due and payable for just claims against Contractor or any subcontractor for labor/materials furnished in and about the performance of work on the project under this contract.
- B. Defective work not remedied.
- C. Failure of Contractor to make proper payments to his subcontractor or for material or labor.
- D. Completion of contract if there exists a reasonable doubt that contract can be completed for balance then unpaid.
- E. Damage to another contractor.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

District may apply such withheld amount or amounts to payment of such claims or obligations at his discretion. In so doing, District shall be deemed as agent of Contractor and any payment so made by District shall be considered as a payment made under contract by District to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. District will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

51. HAZARDOUS MATERIALS

Should the contractor encounter material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) on the site which has not been rendered harmless, the contractor shall immediately stop work in the affected area and notify the District of the condition in writing. Work in the affected area shall not be resumed except by written agreement of the District and Contractor if the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or PCB or when it has been rendered harmless.

The contractor shall not be required to perform, without consent, any work relating to asbestos or PCB.

52. **AWARD OF JOB**

The District may award to individual vendors per site, per option, or award bid as whole job including all sites/options whichever is in the best interest of the district. Please break out pricing for different options. If award of bid as whole job including all sites/options is a different price than being awarded sites/options individually please be sure that a total price is specified. Work at various sites/options as listed in this bid may be awarded to individual vendors, not awarded at all, or awarded in whole to one vendor, whichever is in the best interest of the District. If the bid is an open-ended service contract the pricing shall be held for a one year period and renewable as law allows.

Areas to be worked on as covered in the job walk and specified in the attached list are for contractor reference in support of determining quantities. **CONTRACTOR IS RESPONSIBLE FOR DETERMINING ALL QUANTITIES AND MEASUREMENTS.**

53. **EDUCATION CODE SECTION 45125.1 Fingerprinting**

The contract is subject to the provisions of Education Code section 45125.1. The District requires Contractor to install a physical barrier at the project site to limit contact with students. The costs of the material and installation shall be borne by the Contractor. At its discretion, District may assign a District employee to accompany Contractor's employees in any student occupied areas. The cost of the District employee shall be borne by the Contractor. Contractor may provide continual supervision and monitoring of its employees by an employee whom the Department of Justice has ascertained (pursuant to Education Code Section 45125.1 or any successor statute) has not been convicted of a violent (as defined in Penal Code Section 667.5) or serious felony (as defined in Penal Code Section 1192.7).

54. **PERIOD OF AGREEMENT/ EXTENSION**

The period of time that prices quoted herein shall remain in effect shall be for a minimum period of 360 days after bid award. Time extensions may be granted upon mutual consent of all parties involved within the conditions of this bid, but not to exceed a period of three years.

55. **DISABLED VETERAN BUSINESS ENTERPRISE REQUIREMENTS**

In accordance with Education Code Section 17076.11, this district has a participation goal for disabled veteran business enterprises of at least 3 percent per year of the overall dollar amount of funds allocated to the district by the State Allocation Board pursuant to Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the school district. At the time of execution of the contract, the contractor will provide a statement to the district of anticipated participation of disabled veteran business enterprises in the contract. Prior to, and as a condition precedent for final payment under any contract for such project, the contractor shall provide appropriate documentation to the district identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that the district can assess its success at meeting this goal.

56. **KEY FEE AGREEMENT**

Awarded contractor shall agree to provide a deposit (in the form of a company check) for the keys that are issued to them if needed. Awarded contractor will agree that by accepting these keys and signing for the set(s) of keys that they are responsible for any costs incurred should these keys be lost or stolen. These costs would include but are not limited to the cost of re-keying any and all locks involved. All deposits for keys include a non-

refundable key set up fee of \$5.00 per set of keys. All key fees will be deposited into the District's bank account. Within ten days (10) working days of the return of the complete sets of keys, a District check will be issued less the non-refundable portion. See form included, which must be signed by awarded contractor if keys need to be issued.

57. ARBITRATION AND MEDIATION

Should any litigation be commenced between the parties to this contract concerning this contract, or the rights and duties of either in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, a reasonable sum as and for its attorneys' fees in such litigation which shall be determined by the Court in such litigation or in separate action brought for that purpose.

58. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the 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 correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

59. RESOLUTION OF CONSTRUCTION CLAIMS

Claims by Contractor in the amount of \$375,000 or less shall be made by Contractor and processed by District pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contracts Code, (commencing at Section 20104). All Claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this contract for filing claims by Contractor.

60. ASSIGNMENT OF ANTITRUST CLAIMS

Pursuant to Section 4550 et seq. of the Government Code, in submitting a bid to a public purchasing body the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body 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.

If the District receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with Section 4550) of Division 5 of Title 1 of the Government Code, the assignor shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Upon demand in writing by the assignor, the District shall, within one year from such demand, reassign the cause of action assigned pursuant to this article if the assignor has been or may have been injured by the violation of law for which the cause of action arose; and (A) the District has not been injured thereby; or (B) the District declines to file a court action for the cause of action.

BID SPECIFICATIONS
Bid #16/17-03
PAINTING

BID OBJECTIVE: The intent of this bid is to obtain pricing for painting for the District at a per square foot rate on an as needed basis with prices to be guaranteed for a period of 1 year with four (4), six (6) month renewal options.

DOCUMENTS TO SUBMIT: The documents listed below must be included in the bid submission in order for the bid to be considered complete:

Bid Form
Designation of Subcontractors
Non-Collusion Affidavit
Bid Bond Form
DVBE Form
Certification by Contractor of Criminal Records Check
Drug-Free Certification
Contractor's Certification Regarding Workman's Compensation
Job References

SCOPE: It is the intention of the Adelanto Elementary School District to have painting done. No guarantee can be given that any or all items will be purchased, or that the stated amounts will be reached or that they will not be exceeded. Vendor agrees to furnish more or less at the prices quoted in accordance with the actual requirements throughout the contract period.

TERM: The term of this contract is to be July 1, 2016 to June 30, 2017 (with renewal options stated above).

PRICING: Prices must be stated for the unit items specified herein. Award will be made on the basis of total price calculated on the maximum job size.

1. During the period of delivery under a contract resulting from this bid, if the price of the items decreases, the District shall receive a corresponding decrease in prices on the balance of the deliveries for as long as the lower prices are in effect.
2. At no time shall the prices charged to the District exceed the prices under which the bid was awarded.

TAXES: Please do not include any California Sales Tax or Use Tax in your bid price. California Sales and Use Tax will be added at time of purchase. No quotation shall include the Federal Excise Tax in as much as the District is exempt from such tax. The District will only pay California Sales and Use Tax.

PACKING AND DELIVERY CHARGES: No charge will be allowed for packing, delivery, drayage, freight or dealer preparation. Please include all freight, handling, installation and destination costs in your bid price.

WARRANTY: Vendor will warranty painting against any and all fading, flaking, cracking or any other abnormalities as determined by the District for the duration of the paint warranty, and shall make repairs within 60 days of reported problem.

NO BID: In order for the bid to be accepted, all items must be bid.

INSPECTION AND ACCEPTANCE: Inspection and acceptance of all items shall be at destination. Items found to be defective or not in accordance with the bid specifications shall be replaced by the Contractor / Vendor at no cost to the District. Failure to replace items not meeting the bid specifications and / or defective items shall be considered sufficient cause for default action.

BID EVALUATION: The District will evaluate the bid as a whole. All bid responses will be analyzed to determine the lowest responsible and responsive bidder. Bid exceptions are permissible, provided what the alternative bidder is offering meets the intention of the bid specification, as determined by the buyer. Please note any exceptions or minimums in the area next to the price.

AWARD: District reserves the right to award in part or in total or not at all and to increase or decrease quantities.

QUANTITY: The quantities listed below are District estimates only. Any resulting Purchase Orders may be for more or less quantities.

COMPLETE: Please fill out bid completely. All forms must be filled out and signed in order for bid to be accepted.

PAINTING SPECIFICATIONS

PART 1 - SCOPE OF WORK

- 1.1.1 Contractor shall furnish, as specified, at each work site, sufficient materials to complete the work specified including all paints, materials, labor, tools, equipment, scaffolding and all other necessary equipment and supplies.
- 1.1.2 Contractor shall not conduct work in environmental conditions, as specified by the coating manufacturer, which would prevent the successful application of coatings to exterior surfaces. The contractor shall strictly adhere to the coating manufacturer's application specifications.
- 1.1.3 Contractor shall remove all loose paint, scale, rust, mildew, dirt, chalk, and other foreign material on exterior surfaces by water blasting, wire brushing, scraping, or sanding to a clean, sound surface. The contractor shall immediately notify the District of any material defect that would prevent the successful application of coating. Contractor shall dispose of all lead based paint pieces, scrapings, and residue in accordance with all OSHA standards and the Lead-Safe Schools Guide. Work sites identified as containing lead paint will be prepared according to the current standards as set forth by the California Occupational Safety and Health Administration and the Lead-Safe Schools Guide.
- 1.1.4 Contractor shall repair, fix or fill all holes, cracks and indentations in surfaces to be painted. All walls shall be patched and sanded to provide smooth and consistent finish.
- 1.1.5 No painting will be done until District has approved the preparation work on the projects. District Inspector will inspect preparation and priming work. Contractor will make all necessary corrections in an expedient manner. Contractor must have written approval from the District Inspector before beginning painting.
- 1.1.6 District will inspect after the first coat of paint. Contractor shall make all necessary corrections in an expedient manner. Contractor must have written approval from the District Inspector before applying second coat of paint.
- 1.1.7 District will inspect jobs after second coat of paint. Contractor shall make all necessary corrections in an expedient manner.
- 1.1.8 Any corrections not made within five (5) calendar days will be noted to Contractor. The Contractor will have 15 calendar days after notification to comply. If the corrections are not made within this period, the corrections will be arranged through the District and the cost will be withheld from Contractor Payments.
- 1.1.9 Contractor shall apply a Sherwin Williams, or equivalent, primer to all wood surfaces after cleaning and preparation.
- 1.2.0 Contractor shall apply a Sherwin Williams, or equivalent, metal primer to all metal surfaces. Metal primer will be applied as soon after preparation as possible to avoid the formation of rust or corrosion. Rusty metal shall be primed with rust destroyer.
- 1.2.1 Contractor may apply the coatings using either brush & roller or airless sprayer. If a spray method is utilized, all OSHA and EPA regulations for spray painting will be adhered to.

Additional regulations as stipulated by the California Board of Education for the application of paints may also be imposed.

- 1.2.2 The Contractor shall ensure that all equipment used, and work conducted, is in strict accordance with all applicable workplace regulations as set forth by the State of California, Department of Occupational Safety and Health. The District assumes no responsibility for the safe workplace of any workers under this contract, unless it presents a hazardous situation for the District's students and/or employees. Contractor shall safeguard persons during the process of the work by providing barricades and appropriate lights to warn of obstructions. Areas for preparation of paints and storage of materials shall be limited to areas designated by the District.
- 1.2.3 Contractor shall prepare surfaces in a skillful manner to produce finished work of first class appearance and durability. Contractor shall clean all surfaces free of dust, dirt, oil, grease and other foreign material prior to application of prime coat. Contractor shall pressure wash all structures.

Contractor shall sand all doors and handrails, scrape to remove all loose paint, remove tape and other foreign objects from doors, trim and other surfaces, make sure to cover all obstructions on H.V.A.C. units.
- 1.2.4 Contractor shall dispose of empty paint containers, rollers, brushes, cleaning solvents, drop cloths, and any other by-products from the job in accordance with all federal, state, and local ordinances. At no time shall the contractor utilize receptacles or facilities owned or rented by the District to dispose of Contractor furnished materials. All paint chips knocked to the ground shall be raked up and disposed of in accordance with all laws. Failure to adhere to this stipulation will result in a contractual penalty equal to the District's cost to remediate any contamination caused by the unauthorized disposal.
- 1.2.5 The Contractor shall take all precautions to prevent overspray or spillage from adhering to adjoining structures or vehicles. The Contractor shall mask all windows and doors on structures being painted and drape all floors. The District shall make all efforts to ensure that vehicles are not placed in areas subjected to over spray. Contractor shall protect all floors, sidewalks, and all adjacent surfaces from paint smears, spatters, and droppings. Contractor shall use drop cloths to protect floors and sidewalks and cover all fixtures not to be painted.
- 1.2.6 All work shall be done by experienced, skilled craftsmen. Surface preparation shall be done in accordance with standards of the Painting and Decoration Contractors of America and the Standard Specifications for Public Works Construction (latest editions).
- 1.2.7 The Contractor shall, should the contract be awarded in site stages, guarantee the price of labor and supplies to remain the same until December 28, 2007.
- 1.2.8 Vendor will warranty painting against any and all fading, flaking, cracking or any other abnormalities as determined by the District for the duration of the paint warranty, and shall make repairs within 60 days of notification.
- 1.2.9 Contractor shall apply material evenly, free from sags, runs, drips and defects. Contractor shall mix to proper consistency, brush out smooth, leaving a minimum of brush marks, enamel and varnish shall be uniformly flowed on. Application of all coats shall be in strict accordance with the recommendations of the paint manufacturer. Each coat shall be allowed

to dry thoroughly before the next coat is applied. Oil paints shall be allowed to dry at least 48 hours before the next coat is applied, except where otherwise recommended by the manufacturer. Painting shall not be done during extremely hot or moist weather or when the surface temperature is below 55 degrees F.

- 1.3.0 Contractor shall furnish two (2) percent of each material to the District upon completion for touch up work.
- 1.3.1 Each paint shall be factory mixed, delivered in manufacturer's original unopened containers with brand name, type, stock number, color and application instructions. Colors must match those specified.
- 1.3.2 The District reserves the right to modify the performance periods according to the needs of the District. This contract may or may not be executed as a whole. The Contractor shall make provisions to complete the contract in stages by site or need of the District.
- 1.3.3 Hours of work will include weekends if necessary.

PART 2 – SCHEDULE OF MATERIALS, EXTERIOR

2.1 PRIMER

- 2.1.1 Wood
Sherwin Williams 100% Acrylic Perfect Bond Multi-Purpose Primer or equivalent.
- 2.1.2 Ferrous Metal
Sherwin Williams 100% Acrylic Perfect Bond Multi-Purpose Primer or equivalent.
- 2.1.3 Galvanized Metal
Sherwin Williams 100% Acrylic Perfect Bond Multi-Purpose Primer or equivalent.

2.2 EXTERIOR WALLS AND ADA RAMP SKIRTS, 2 COATS

Sherwin Williams Sherclad Exterior 100% Acrylic Flat Enamel or equivalent.

2.3 WOOD TRIM, 2 COATS

Sherwin Williams Sherclad Exterior 100% Acrylic Satin Enamel, or equivalent

2.4 METAL TRIM, 2 COATS

Sherwin Williams Sherclad Exterior 100% Acrylic Satin Enamel, or equivalent.

2.5 HAND RAILS & DOORS, 2 COATS

The edge of all doors specified will be painted, and the frame painted to the jamb. Sherwin Williams Industrial Enamel Oil Base Paint, or equivalent.

PAINTING SPECIFICATIONS

The intent of this bid is to obtain pricing for painting work for the District at a per square foot rate on an as needed basis with prices to be guaranteed for a period of six (6) months with four (4), six (6) month renewal options. Renewal options must be requested in writing by the District and accepted in writing by the Bidder.

Specifications

- A. Exterior Painting
 - To include wall prep, primer coat, and 2 coats of paint
- B. Interior Painting
 - To include wall prep, primer coat, and 2 coats of paint
- C. Doors- inside and out including casing
 - 1. Metal
 - 2. Wood
- D. Facia
 - 1. Less than 6" wide
 - 2. Greater than 6" wide
- E. Conduits
 - 1. Less than 2" in diameter
 - 2. Greater than 2" in diameter
- F. Window Casings
- G. Crack Repair (per hour)
- H. Portables – including ramp, railing, and door
- I. Metal Fencing
 - 5' high
 - 6' high

POSSIBLE LOCATIONS

Projects may include the following:

Adelanto School District Office

11824 Air Expressway
Adelanto, CA 92301

Adelanto Elementary School

17931 Jonathan Street
Adelanto, CA 92301

Columbia Middle School

14409 Aster Road
Adelanto, CA 92301

Donald F. Bradach Elementary

15550 Bellflower Street
Adelanto, CA 92301

Eagle Ranch School

12545 Eagle Ranch Parkway
Victorville, CA 92392

**George Visual & Performing Arts
Magnet School**

10650 Bartlett Avenue
Adelanto, CA. 92301

Sheppard Campus

18000 McCoy Circle
Victorville, CA. 92392

Gus Franklin School

13100 Hopland Street
Victorville, CA. 92392

**Melva Davis Academy of
Academic Excellence**

15831 Diamond Road
Victorville, CA. 92392

Mesa Linda Middle School

13001 Mesa Linda Avenue
Victorville, CA 92392

**Morgan-Kincaid Preparatory
School of Integrated Studies**

13257 Mesa Linda Avenue
Victorville, CA 92392

Theodore Vick School

10575 Seneca Road
Adelanto, CA 92301

Victoria Magathan School

11411 Holly Ln.
Adelanto, CA 92301

West Creek School

15763 Cobalt Rd.
Victorville, CA 92392

Westside Park School

18270 Casaba Road
Adelanto, CA 92301

El Mirage School

19250 St. Anthony
El Mirage, CA. 92301

George School (Base Campus)

17738 Nevada Street
Victorville, CA. 92392

BID FORM
Bid #16/17-03
PAINTING
Opening date May 16, 2016

To: ADELANTO ELEMENTARY SCHOOL DISTRICT acting by and through its Governing Board, 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 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, 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 workmanlike manner all of the work required.

2. It is understood that the Adelanto Elementary School District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for a period as specified in the Information for Bidders.

3. Pricing, to include an extra (2) percent of each material to give to District at the conclusion of the project for touch up work:

EXTERIOR PAINTING

To include wall prep, primer coat, and 2 coats of paint \$_____ per S/F

INTERIOR PAINTING

To include wall prep, primer coat, and 2 coats of paint \$_____ per S/F

DOORS- inside and out including casing

Metal \$_____ each

Wood \$_____ each

FACIA

Less than 6" wide \$_____ per L/F

Greater than 6" wide \$_____ per L/F

CONDUITS

Less than 2" in diameter \$_____ per L/F

Greater than 2" in diameter \$_____ per L/F

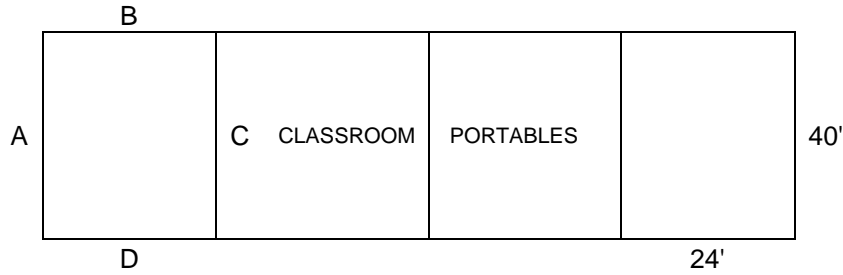
WINDOW CASINGS

\$_____ per L/F

CRACK REPAIR

\$_____ per hour

PORTABLES – including ramp, railing, and door



- 4 Sides – A, B, C, D \$ _____
- 3 Sides – A or C, and B, and D \$ _____
- 2 Sides – B, D \$ _____

METAL FENCING

- 5' high \$ _____ per L/F
- 6' high \$ _____ per L/F

4. Addenda The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda).

ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____

5. Award. Individual jobs may be performed under this contract. Each job is considered separate from all other jobs performed under this contract. Prices quoted above will be used accordingly. The Board of Trustees of the Adelanto Elementary School District may award to individual contractors per site or area or award bid as whole job including all sites whichever is in the best interest of the district. Please break out pricing for different options. If award of bid as whole job including all sites is a different price than being awarded sites individually, please be sure a total price is specified. Work at various sites as listed in this bid may be awarded to individual contractors, not awarded at all, or awarded in whole to one contractor, whichever is in the best interest of the District. The Board reserves the right to accept or reject any and all bids, to waive any irregularities in the bids or bidding, to be sole judge as to the merit, quality and acceptability of labor and materials proposed and their compliance to the plans and specifications.

6. The names of all person(s) with signatures interested in the foregoing proposal as principals are as follow:

(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 composing firm; if bidder or other interested person is an individual, state first and last names in full.)

Name of Firm: _____

Address: _____

Signature of Authorized Agent of Firm: _____

Telephone and Fax () _____ () _____
Phone # FAX #

7. A C-33 License is required. Licensed in accordance with act providing the registration of contractors.

License No. _____

Class_ _____

Expiration Date _____

DIR# _____ Expiration Date _____

I, _____, the _____ (title) of the bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the bidder in connection with this bid and all the representations herein made are true and correct.

Executed this _____ day of _____, 20__ at _____.

8. Pursuant to Section 4552 of the Government Code, in submitting a bid to the District, the bidder offers and agrees that if the bid is accepted, it will assign to the 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.

NOTE: If the bidder is a corporation, the legal name of the corporation shall be set forth above together with the signatures of authorized officers of agents and the document shall bear the corporate seal; if bidder is a partnership, and if bidder is an individual, his signature shall be placed on #5.

DESIGNATION OF SUBCONTRACTORS

Bid #16/17-03

PAINTING

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, commencing at Section 4100, Division 3, Title 1 of the Government Code of the State of California and any amendments thereof, each bidder shall set forth below: (a) the name, address, telephone number, license number with expiration date, and contact name of 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 of one percent of the prime contractor's bid, and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list one subcontractor for each such portion as is defined by the prime contractor in this bid.

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 of one percent of the prime contractor's total bid, he shall be deemed to have agreed that he fully qualified to perform that portion himself and he shall perform that portion himself.

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 original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of the one percent of the prime contractor's total bid as to which his Subcontracting Fair Practices Act. Subletting or Subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

Subcontractor Status: **(Please Print or Type)**

<u>Trade Portion of Work</u>	<u>Co. Name/Print/Principal Name Address/Telephone and FAX #</u>	<u>License#/Class Expiration Date</u>

Dated _____

Name of Bidder _____

Title _____

Signature _____

NON-COLLUSION AFFIDAVIT
Bid #16/17-03
PAINTING
(Public Contract Code Section 7106)

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

_____ being first duly sworn, deposes and says

that he/she is _____
Title

of _____
Name of Bidder

the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly 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 to anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly, 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 an member or agent thereof to effectuate a collusive or sham bid.

[NOTARY SEAL]

Signature of Officer/Authorized Representative

Typed Name of Officer/Representative

Company Name

Subscribed and sworn to
or affirmed before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____ as Principal, and

_____ as Surety are held

and firmly bound unto the ADELANTO ELEMENTARY SCHOOL DISTRICT, hereinafter called the District, in the penal sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) submitted to the 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 6/4/14, for Painting.

NOW THEREFORE, if the Principal shall not withdraw said bid within the specified sixty (60) day period after said opening, and if the Principal is awarded the contract and shall within the period specified therefore, or if no period be specified, within five (5) days after 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 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, then the above obligated shall be void and of no effect.

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 there under, or the specifications accompanying the same, shall in anywise 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 on the call for bids, or to the work, or to the specifications.

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

IN WITNESS WHEREOF the above-bounded parties have executed this instrument under several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party holding hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Title _____

(Attach Attorney-in-Fact Certificate)

PERFORMANCE BOND

WHEREAS, the _____

District by Board action on _____ 20_____, has awarded to

hereinafter designated as the "Principal," a contract for the work described as follows:

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract,

NOW THEREFORE, _____

Name of Principal

of _____

Address

City of _____, State of _____, as Principal,

and, _____ a corporation organized and existing under

the laws of the State of _____, legally doing business in California as an

admitted surety insurer at _____

_____, City of _____, State of

California, as Surety, are indebted to _____ District in

the sum of _____ Dollars (\$)) for which payment Principal and Surety

bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION is that if the Principals, his or its heirs, executors, administrators, successors or assigns, shall keep and perform the covenants, conditions and agreements in the contract and any alteration thereof on his or their part, to be kept and performed at the times and in the manner therein specified and in all respects according to their

intent and meaning, and shall indemnify and save harmless the District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and 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 or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____ 20_____.

Principal

(Corporate Seal)

By _____

Typed or Printed Name

Title _____

Surety

(Corporate Seal)

By _____

Typed or Printed Name

(Attach Attorney in Fact Certificate)

Title _____

PAYMENT BOND

(Labor and Material Bond)

KNOW ALL MEN BY THESE PRESENTS: That

*WHEREAS, the _____ District
by resolution passed _____ 20____, has
awarded to _____,
designated as the "Contractor", a contract for the work described as follows:*

*WHEREAS, said contractor is required by Division 3, Part IV, Title XV, Chapter
7,(commencing at Section 3247) of the California Civil Code to furnish a bond in connection with
said contract;*

*NOW THEREFORE, we, the undersigned contractor and _____
_____ as surety are held and firmly bound unto the
_____ District in the sum of
_____ Dollars (\$_____), for
which payment 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 if said contractor, his or its
heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of
the persons named in Civil Code Section 3181, or amounts due under the Unemployment
Insurance Code with respect to work or labor performed by any such claimant, or for any
amounts required to be deducted, withheld, and paid over to the Franchise Tax board from the
wages of employees of the contractor and his subcontractors, with respect to such work and*

labor, then the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the contractor and surety above named, on the _____ day of _____, 20_____.

Surety

Contractor

By _____
Attorney-in-Fact

STATEMENT OF INTENT TO MEET DVBE PARTICIPATION GOAL

In accordance with Education Code Section 17076.11, the Adelanto Elementary School District has a participation goal for disabled veteran business enterprises (DVBE) of three percent, per year, of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction of modernization and expended each year by the District.

Set forth below is a list of the anticipated participation of disabled veteran business enterprises (DVBEs) which _____, the "Contractor," intends to use as part of its Agreement for the construction of the project. Although it is not specifically required, you are encouraged to include DVBE participation in your bidding or seeking of subcontractors and/or suppliers.

Prior to, and as a condition precedent for final payment under the Agreement for the Project, the Contractor shall provide appropriate documentation to the District identifying the amount paid to DVBEs in conjunction with the Agreement, so that the District can assess its success in meeting the three percent (3%) goal.

The Contractor anticipates: (a) that _____ percent of the total dollar amount awarded to the Contractor shall be paid to DVBEs, and (b) using the following DVBE subcontractors and/or suppliers:

Names of Subcontractors:

Names of Suppliers:

Signature of Contractor

Date

ADELANTO ELEMENTARY SCHOOL DISTRICT

Attachment to Agreement

CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
 AB 1610, 1612 and 2102

To the Governing Board of Adelanto Elementary School District:

I, _____ certify that:
 Name of Contractor/Consultant

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at _____, California on _____.
Date

 Signature

 Typed or printed name

 Title

 Address

 Telephone

Adelanto Elementary School District Key Fee Agreement

Company / Contractor Name: _____

_____ (____) _____
Address State Zip Phone Number

Project: _____ Facilities Request M & O Request
(One Project per Form)

I agree to provide a deposit (in the form of a company check) for the keys that are issued to me. **I understand and agree that by accepting these keys and signing for the set(s) of keys, that I am responsible for any costs incurred should these keys be lost or stolen.** These costs would include but are not limited to the cost of re-keying any and all locks involved. **All deposits for keys include a non-refundable key set up fee of \$5.00 per set of keys.** All key fees will be deposited into the District's bank account. Within ten days (10) working days of the return of the complete sets of keys, a District check will be issued less the non-refundable portion I further understand that all keys must be returned before receiving the 10% retention payment from the District. If the keys are lost/stolen, the cost of re-keying all locks involved must be paid by contractor before the 10% retention payment is made.

Site	Number of sets	Keys per Set	Key Number (Site)	Key Number (Gate/Padlock)

Total amount of Deposit \$ _____ Check #: _____ Date: _____

Company Representative (Please print)

Signature

Issued by

Date Keys Issue

Returned Keys Received by

Date Keys Returned

\$ _____
Amount to be Refunded

Date Paid Warrant #

The definition for a set of keys, as defined by Maintenance & Operations, is whatever keys you will need to complete the project for the District. A set of keys may include site keys as well as gate / padlock keys, cabinet keys, light keys or any miscellaneous keys or any single keys of those listed.

Key fees	Site Key(s) \$200.00 for first two sets / per project \$100.00 for each additional set / per project	Non-refundable set up fee per set \$5.00 / per site
-----------------	------------------------------------------------------------------------------------------------------------	--------------------------------------------------------

ADMINISTRATIVE REGULATION 3110a

SCHOOL DISTRICT KEYS AND SITE SECURITY

1. **Production of Extra Keys**
Duplicate keys **shall not** be obtained through outside sources; they shall be secured through the Business Services, Maintenance Department, only. Any key that is badly worn or broken may be replaced, but at the time of replacement shall be exchanged for the new key.
2. **Legal Restriction on Possession and Duplication of Keys**
Any person, who knowingly makes, duplicates, causes to be duplicated or has in his or her possession any key to buildings or other areas without authorization, and with knowledge of the lack of such authorization, may be guilty of a misdemeanor. (Penal Code, Chapter 1090, Section 469)

DRUG-FREE CERTIFICATION

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code Section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the 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 of the contract or grant, 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 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. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's 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 for maintaining a drug-free workplace.
 - 3. The availability of drug counseling, rehabilitation, and employee assistance programs.
 - 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 Government Code Section 8355, listed above, and will publish a statement notifying employees concerning:

- (a) The prohibition of controlled substances at the 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 in Section 8355 (a) and requiring that the employee agree to abide by the terms of the 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

that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

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.

Contractor Signature:

By _____

Title _____

Date _____

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700

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.
- (c) For all political subdivisions of the State, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the State itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against Workers' Compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer Workers' Compensation claims properly, and to pay Workers' Compensation claims that may become due it employees. On or before May 31, 1979, a political subdivision of the State which, on December 3 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against Workers' Compensation claims. The certificate shall be issued and be subject to the provisions of section 3702.

I am aware of the provision 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 this contract.

Name: _____ Title: _____

Signature: _____ Date: _____

(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.)

JOB REFERENCES

The following are the names, addresses, and telephone numbers for public agencies for which the bidder has performed similar work/services within the past two years:

1. _____
Name and address of owner

Name and telephone number of person familiar with the project

Type of Work Date Completed

2. _____
Name and address of owner

Name and telephone number of person familiar with the project

Type of Work Date Completed

3. _____
Name and address of owner

Name and telephone number of person familiar with the project

Type of Work Date Completed

Bidder's Initials

SAMPLE AGREEMENT

THIS AGREEMENT, made the ___th day of _____, 20__ in the County of San Bernardino, State of California, by and between the Adelanto Elementary School District, hereinafter called the District, _____ hereinafter called the Contractor.

WITNESSETH that the District and the Contractor for the considerations stated here in agree as follows:

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

Bid #16/17-03
PAINTING

It is the duty of the Contractor to complete the work covered by this contract in exact accordance with the approved plans, specifications and other contract documents as specified in Article (8) below. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of Architecture, or any representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the documents, and unless the Contractor protests at the time of such alleged prevention that the act of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the contract documents. Such protests shall not be effective unless reduced to writing and filed with the District Office within three working 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 the Special Conditions, and as specified therein, shall be completed within sixty (60) Calendar Days from and after the date sated in such notice.

ARTICLE 3 - LIQUIDATED DAMAGES It is agreed that the contractor will pay to the District Liquidated Damages, and not as a penalty or forfeiture, the amount of \$500 for each calendar day that exceeds the time described in Article above until the work is completed and accepted. In the event the same is not paid, the contractor further agrees that the District may deduct that amount thereof form any money due or that may become due the Contractor under the contract. This Article does not exclude recovery of damages under provision of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of: Total Base Bid of \$ _____ DOLLARS (\$ _____) said sum being total amount stipulated in the proposal dated: _____, 20__

ARTICLE 5 - HOLD HARMLESS AGREEMENT The Contractor agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or, in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District: and

(b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the work covered by This Agreement, whether said injury or damage occurs either on or off School District property, if the liability arose from the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract.

(c) The Contractor, at his/her own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

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 forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - PAYMENTS After receipt of approved estimate for partial payment, there shall be paid to CONTRACTOR a sum equal to ninety percent (90%) of value or work performed and of materials delivered on the ground or stock subject or under the control of the DISTRICT. Partial payments shall be prepared by CONTRACTOR on a form approved by DISTRICT. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release CONTRACTOR or any bondsman from any damages arising from such work or from enforcing each and every provision of the contract, and DISTRICT shall have the right subsequently to correct any error made in any estimate for payment.

CONTRACTOR shall not be entitled to have any payment estimates processed or be entitled to have any payment for work performed so long as any lawful or proper direction concerning work, or any portion thereof, given by the DISTRICT or Architect has not been completed. The final payment of ten percent (10%) of the value of the work done under this contract, if unencumbered, shall be made thirty-five days after recording to the Hall of Records, San Bernardino County, by the DISTRICT of the Notice of Completion. Acceptance will be made only as an action of the governing board of the DISTRICT.

Acceptance by CONTRACTOR of said final payment should constitute a waiver of all claims against DISTRICT arising from this contract.

ARTICLE 8 - COMPONENTS PARTS OF THE CONTRACT The contract entered into by this Agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

- Notice to Contractors Calling for Bids
- Information for Bidders
- General Conditions
- General and Technical Bid Specifications
- Bid, as accepted
- Designation of Subcontractors
- Guarantee
- Non-Collusion Affidavit
- Bid Bond
- Performance Bond and Payment Bond
- DVBE Forms
- Certification by Contractor of Criminal Records Check
- Key Fee Agreement
- Drug-Free Certification
- Contractor's Certificate Regarding Workers Compensation
- Job References
- District Agreement
- Addenda No. , dated
- Addenda No. , dated

All of the above named contract documents are intended to be complementary. Work required by one or the above named contract documents and not by others shall be done as if required by all.

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

DISTRICT: Adelanto Elementary School District

By _____
CBO, Business Services

CONTRACTOR:

By _____

Title _____

GUARANTEE
Bid #16/17-03
PAINTING

Guarantee for the Bid #16/17-03 PAINTING. We hereby guarantee that the construction/work has been done in accordance with the drawings and specifications and that the work as installed will fulfill the requirements included in the specifications. The undersigned agrees to repair or replace any or all of such work, together with any other adjacent work which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of ___ years from the date of acceptance of the above-mentioned structure by the Adelanto Elementary School District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's failure to comply with the above mentioned conditions within a reasonable period of time, as determined by the DISTRICT, but not later than 30 days after being notified in writing by the DISTRICT, the undersigned authorized the DISTRICT to proceed to have said defects repaired and made good at the expense of the undersigned, which will pay the costs and charges therefore upon demand.

Subcontractor or General Contractor

Countersigned

General Contractor if for Subcontractor

Representatives to be contracted for service:

Name: _____

Address: _____

Phone No.: _____

Name: _____

Address: _____

Phone No.: _____