San Bernardino County Superintendent of Schools

760 East Brier Drive
San Bernardino, CA 92408

BID NO. 25.26.1182
ROOF REMOVAL AND REPLACEMENT

MANDATORY JOB WALK:

TUESDAY, APRIL 7, 2026, at 9:00 A.M.

BID DEADLINE:

WEDNESDAY, APRIL 22, 2026, AT 2:00 P.M.

PLEASE SUBMIT BIDS TO:

San Bernardino County Superintendent of Schools
ATTN: Front Desk Receptionist
760 E. Brier Drive
San Bernardino, CA 92408

No Faxed or Emailed submissions will be accepted.

NOTICE INVITING BIDS

BID NO. 25.26.1182
ROOF REMOVAL AND REPLACEMENT

BID DEADLINE: Wednesday, April 22, 2026, at 2:00 p.m.

SUBMIT BIDS TO: San Bernardino County Superintendent of Schools
Attn: Front Desk Receptionist
760 East Brier Drive
San Bernardino, CA 92408

Notice is hereby given that the San Bernardino County Superintendent of Schools, hereinafter called SUPERINTENDENT, will receive sealed bids on behalf of Mt. Baldy Joint USD up to, but not later than the time fixed above, for the award of a contract to provide all labor, materials, equipment, and supervision necessary to remove and replace the existing roofing system at Mt. Baldy K-8 School Located at 1 Mount Blady Road, Mt. Baldy, CA, 91759. The awarded bidder shall commence work on June 8, 2026, and all work shall be fully completed by July 31, 2026.

A mandatory site walk is scheduled for Tuesday, April 7, 2026, at 9:00 a.m. at Mt. Baldy K-8 School Located at 1 Mount Blady Road, Mt. Baldy, CA, 91759. All bidders are required to attend the site walk; failure to do so will result in their bids being deemed nonresponsive.

All proposals must be submitted to the Front Desk Receptionist at 760 East Brier Drive, San Bernardino, CA 92408. The envelope must clearly display the company name and "**BID ENCLOSED: BID NO. 25.26.1182 – ROOF REMOVAL AND REPLACEMENT**" in the lower left-hand corner. It is the sole responsibility of the proposer to deliver their proposal to the Front Desk Receptionist, where it will be dated and time-stamped. BIDs shall remain open, valid, and subject to acceptance at any time within ninety (90) days after the BID opening date and time.

Each bid must be accompanied by a Bid Bond equal to ten percent (10%) of the total bid amount. A Performance Bond and Materials Bond will be required from the awarded contractor for any individual project exceeding $25,000.00 during the term of the award. In accordance with the provisions of Public Contract Code Section 22300, the substitution of eligible and equivalent securities for any monies withheld to ensure performance under this contract will be permitted at the request and expense of any contractor.

This Bid is for public works project(s) as defined in Labor Code section 1720. Each Contractor submitting a proposal on this Project and all Subcontractors (of any tier) performing any portion of the work must comply with the Labor Code sections 1725.5 and 1771.1 and must be adequately and currently registered with the California Department of Industrial Relations ("DIR") and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. The Contractor and all subcontractors shall furnish certified payroll records as required pursuant to Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least a monthly basis (or more frequently if required by the DISTRICT or the Labor Commissioner) and in a format prescribed by the Labor Commissioner.

Each proposer shall be a licensed contractor at the time of the bid pursuant to the Business and Professions Code, and such license(s) shall remain in active and good standing for the duration of the contract. The successful party must maintain the license throughout the duration of this contract. Proposers responding to this bid must possess the following California Contractor's –

LICENSE CLASSIFICATION:
C-39 - Roofing Contractor AND/OR C-43 – Sheet Metal Contractor

BID documents and all addenda may be obtained from https://www.sbcss.net/business/business-support-services/procurement-and-warehouse-services/bids-upcoming

Any questions regarding the proposal should be reduced to writing and emailed to Kevin Garcia, Program Manager Procurement and Warehouse Services at Bids@sbcss.net

UNSEALED, FAXED OR EMAILED SUBMISSIONS WILL NOT BE ACCEPTED

Sincerely,
Kevin Garcia
Kevin Garcia, Program Manager
Procurement and Warehouse Services

CALENDAR OF EVENTS

BID NO. 25.26.1182
ROOF REMOVAL AND REPLACEMENT

Event	Details	Date	Time (PST)
1st Publication – Bid Advertisement	The Sun Newspaper	March 25, 2026	
2nd Publication – Bid Advertisement	The Sun Newspaper	April 1, 2026	
MANDATORY SITE WALK	**Mt. Baldy Joint Unified SD** 1 Mount Baldy Road, Mt. Baldy, CA 91759	**Tuesday, April 7, 2026**	**9:00 am**
Last day to submit RFI/ Questions for Clarification or Explanations	E-mail to: Bids@sbcss.net	April 10, 2026	2:00 pm
Response to RFI/Questions for Clarification	Addenda posted to SBCSS Procurement page Bids - Upcoming (sbcss.k12.ca.us)	April 14, 2026	
BIDS DUE	San Bernardino County Superintendent of Schools Attn: Front Desk Receptionist 760 East Brier Drive San Bernardino, CA 92408	**Wednesday, April 22, 2026**	**NO LATER THAN 2:00 pm** Virtual Opening at 2:15 pm
Notice of Intent to Award	Tentative Upon District Board Approval	Thursday April 23, 2026 *(Tentative)*	
Board Approval	**Mt. Baldy Joint Unified SD** 1 Mount Baldy Road, Mt. Baldy, CA 91759	Thursday, May 14, 2026	**6:00 p.m.**
Notice of Award		Friday, May 15, 2026	

Interested parties may request the Virtual Bid Opening link by emailing Bids@sbcss.net. The virtual bid opening will take place promptly at 2:15 p.m. on Wednesday, April 22, 2026.

1.0 OVERVIEW

The San Bernardino County Superintendent of Schools (**SUPERINTENDENT**) is seeking a CONTRACTOR on behalf of Mt. Baldy Joint USD (**DISTRICT**)to provide all labor, materials, equipment, and supervision necessary to remove and replace the existing roofing system at Mt. Baldy K-8 School Located at 1 Mount Baldy Road, Mt. Baldy, CA, 91759. Work includes complete removal and proper disposal of the existing roofing system down to the decking to prepare a suitable substrate for installation of the new roofing system. The Contractor shall inspect the decking and replace any rotted or damaged plywood to match the existing substrate. Additional materials shall be installed as needed to ensure proper drainage.

All work shall comply with all applicable codes and manufacturer specifications. The detailed scope of services and full technical requirements are provided in the SPECIFICATIONS section of this BID.

2.0 INSTRUCTIONS TO VENDORS

2.1 General Information

All responses shall conform to the instructions provided in the BID

2.1.1 Sealed bids must be directed to the Front Desk Receptionist and be clearly marked on the outside of the envelope in the lower left-hand corner **"BID ENCLOSED: BID NO. 25.26.1182 - ROOF REMOVAL AND REPLACEMENT"**

2.1.2 Delivery Address

San Bernardino County Superintendent of Schools
ATTN: Front Desk Receptionist
760 East Brier Drive
San Bernardino, CA 92408

2.1.3 BID Submission

It is the sole responsibility of the **CONTRACTOR** to ensure that their bid is received by the Front Desk Receptionist prior to **2:00 P.M**. on **Wednesday, April 22, 2026**. Responses received after the deadline will be returned unopened due to the response not meeting the BID requirements. All bids shall be complete and final, and no additional information will be accepted after the close of the submittal date unless specifically requested by **SUPERINTENDENT**.

2.1.4 No faxed or emailed submissions will be accepted.

All bids must be under sealed cover. The **SUPERINTENDENT** will not accept any unsealed bids or bid modifications submitted by fax or email transmission.

2.1.5 BID Preparation Cost

Costs for preparing responses and any other related material are the responsibility of the **CONTRACTOR** and shall not be chargeable in any manner to the **SUPERINTENDENT or DISTRICT**.

2.1.6 Acceptance or Rejection of Responses

Responses shall remain valid and subject to acceptance anytime within ninety (90) days after the submission deadline unless the parties mutually agree to a longer period of time. The **SUPERINTENDENT or DISTRICT** reserves the right to reject any or all responses or may waive any informality in a response.

2.2 Background Review

SUPERINTENDENT or DISTRICT reserves the right to conduct a background inquiry into a selected **CONTRACTOR**, which may include a collection of contractual and business associations and practices, employment histories, and reputation in the business community. By submitting a bid, **CONTRACTOR** consents to such an inquiry and agrees to make available such books and records deemed necessary to conduct the inquiry.

2.3 Questions (RFIs)

Questions should be in writing and emailed to Kevin Garcia, Program Manager, Procurement and Warehouse Services at Bids@sbcss.net. **Questions may be submitted until 2:00 p.m. April 10, 2026.**

2.4 BID Submission Requirements

2.4.1 Required Documentation:

Bid Form / Signature Page
Bid Security/Bid Bond(10% of the original bid amount)
Non-Collusion Certification
Contractors Certificate Regarding Workers Compensation
Division of Industrial Relations (DIR) Registration Certification of Contractor and Subcontractor
Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
Drug-Free Workplace Certificate
Alcohol and Tobacco-Free School Policy
Designation of Subcontractors
DVBE Participation Statement
All signatures must be original handwritten signatures in blue ink.
Digital signatures, photocopies, and stamped signatures will not be accepted.

3.0 QUALIFICATION OF BIDDERS

CONTRACTOR must possess a valid business license and any other required license or certificates. **CONTRACTOR** shall possess at the time of bid a current contractor's license, pursuant to Public Contract Code Section 3300 and Business and Professions Code Section 7028-15, for the applicable work proposed to be furnished. The successful **CONTRACTOR** must maintain the license throughout the duration of this contract. **CONTRACTOR'S** responding to this bid must possess a California **C-39 - Roofing Contractor AND/OR C-43 – Sheet Metal Contractor**

CONTRACTOR must provide a list of contact names and phone numbers of professional references for at least three (3) different completed projects on the BID FORM /SIGNATURE PAGE.

4.0 BID SECURITY (BOND)

Each bid shall be accompanied by cash or cashier's check payable to the **Mt. Baldy Joint Unified School District** or a satisfactory bid bond in favor of the **Mt. Baldy Joint Unified School District** executed by the bidder as principal and a satisfactory surety company as surety, in the amount of **ten percent (10%) of the maximum amount of the bid**.

Such cash, cashier's check or bond shall be given as a guarantee that the bidder will enter into a contract if given the award and in the case of refusal or failure to enter into a contract within seven (7) days after being requested to do so by the **DISTRICT**, the cash, check or bond, as the case may be, shall be forfeited to the **DISTRICT**. If the bid is not accepted within ninety (90) days after the time set for the opening of bids, or if the successful bidder executed and delivers said contract within the specified time, the cash, cashier's checks, or bonds will be returned.

5.0 WORKERS

CONTRACTOR shall at all times enforce strict discipline and good order among his employees and shall not employ or work any unfit person or anyone not skilled in work assigned to him. If **SUPERINTENDENT or DISTRICT** considers the workmanship of an employee to be of poor quality, **SUPERINTENDENT or DISTRICT** reserves the right to request replacement of **CONTRACTOR'S** employee within five (5) business days' notice of the initial request.

CONTRACTOR must use an adequate number of skilled workmen thoroughly trained and experienced in necessary crafts who are completely familiar with specified requirements and methods needed for proper performance of work.

6.0 INTERPRETATION OF DOCUMENTS

Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be delivered to each person receiving a set of the contract documents. No person is authorized to make any oral interpretation of any provision in the contract documents to any bidder and no bidder is authorized to rely on any such unauthorized oral interpretation.

Changes in, or additions to, the bid form, recapitulations of work bid upon, alternative proposals or any other modification of the bid form which is not specifically called for in the bid documents may result in the **SUPERINTENDENT'S or DISTRICTS'** rejection of the bid as not being responsive. No oral or telephonic modification of any bid submitted will be considered.

7.0 AWARD OF CONTRACT

The **SUPERINTENDENT or DISTRICT** reserves the right to reject any or all responses or to waive any irregularities or informalities in any responses or the BID process. The award, if given by the **DISTRICT**, will be to the **CONTRACTOR** who is the lowest responsive, responsible bidder.

8.0 PERFORMANCE AND PAYMENT BONDS

Performance Bond and Materials Bond will be required from the awarded contractor for 100% of the awarded site(s) for the duration of the award. In accordance with the provisions of Public Contract Code Section, the substitution of eligible and equivalent securities for any monies withheld to ensure performance under this contract will be permitted at the request and expense of any contractor. **The bonds will be in the name of the DISTRICT when issued.**

9.0 CONTRACTOR INTERESTED IN MORE THAN ONE BID

No person, firm or corporation shall be allowed to make, file, or be interested in more than one bid for the same project unless alternate bids are specifically called for. A person, firm, or corporation that submits a sub proposal to a bidder or that has quoted prices for materials to a bidder is not thereby disqualified from submitting a sub proposal or quoting prices to other bidders.

10.0 LENGTH OF CONTRACT

The awarded bidder shall commence work on June 8, 2026, and all work shall be fully completed by July 31, 2026.

11.0 PRICES

Prices shall remain firm for the entire term of the contract.

12.0 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 that the **DISTRICT** is a political subdivision of the State for the purposes of such exemption and that the sale is for the exclusive use of the **DISTRICT**. No excise tax for such materials shall be included in any bid price.

13.0 INVOICES AND PAYMENTS

Invoices shall be submitted under the same firm name as shown on the purchase order. Invoice format shall be approved by the **DISTRICTS'S** authorized representative. Each invoice shall reflect "One Job" that includes materials, supplies, and services. Each invoice shall clearly indicate the location/site name where work was accomplished. The **DISTRICT** shall make payment for materials, supplies or services furnished under the purchase order within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized representative.

13.1 Payments Withheld

DISTRICT may withhold a sufficient amount of any payment 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 and/or 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 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 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 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**.

14.0 SAFETY REQUIREMENTS

The areas in which the services are to be performed may be operational at the time service is provided. Therefore, precaution shall be exercised at all times for the protection of persons, including employees, students and property. The safety provisions of applicable laws shall be observed. The **CONTRACTOR** shall maintain sufficient safeguards against the occurrence of accidents, injuries, damage or hurt to any person or property and **CONTRACTOR** shall be responsible for the same if such occurs. No children accompanying the **CONTRACTOR** will be permitted on any **DISTRICT** site.

All services proposed in response to this bid must conform to the Safety Order of the State of California, Division of Industrial Safety and CAL-OSHA regulations in effect at the time of bid. Bidders receiving awards of items subject to Chapter 4 (Industrial Safety Orders) California Administrative Code, Title 8, Division of Industrial Relations, must submit to the **DISTRICT'S** Purchasing/Contracts office, Material Safety Data Sheets (MSDS) for those items, when requested.

15.0 PATENTS AND ROYALTIES

The **CONTRACTOR**, without exception, shall indemnify and hold harmless the **SUPERINTENDENT and DISTRICT** and its employees from any liability of any nature or kind, including cost and expenses for or on account of any trademarked, copyrighted, patented, or non-patented inventions, process, or article manufactured or used in the performance of the contract, including its use by the **SUPERINTENDENT and DISTRICT**. If the **CONTRACTOR** or subcontractor uses any design, device, or materials covered by letters, patent, trademark, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include any royalties or cost arising from the use of such.

16.0 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** performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, he shall bear all costs arising there from.

17.0 SUBCONTRACTORS

Each bidder shall submit a list of proposed subcontractors, if applicable, as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following). Forms for this purpose are furnished with the bid documents.

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 person directly employed by him. Nothing contained in contract documents shall create any contractual relation between any subcontractor and **DISTRICT**.

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 not such consent or approval shall be deemed to waive any provisions of this contract.

Substitution or addition of subcontractors shall be permitted only as authorized by California Public Contract Code Section 4100 through Section 4114.

18.0 HOLD HARMLESS

The **CONTRACTOR** shall hold harmless and indemnify the **SUPERINTENDENT and DISTRICT**, its officers and employees from every claim or demand that may be made by reason of:

18.1 Any injury to person or property sustained by the **CONTRACTOR** or by any person, firm or corporation employed directly or indirectly by him upon or in connection with his performance under the purchase order however caused.

18.2 Any injury to person or property sustained by any person, firm or corporation caused by any act, neglect, default or omission of the **CONTRACTOR** or of any person, firm or corporation, directly or indirectly employed by him upon or in connection with his performance under the purchase order.

18.3 Any liability that may arise from the furnishing or use of any copyrighted composition, secret process or patented or unpatented invention under the purchase order.

19.0 INDEPENDENT CONTRACTOR

In all matters relating to this Agreement, **CONTRACTOR** shall be acting as an Independent Contractor. The employees of the **CONTRACTOR** and its subcontractors are not employees of the **SUPERINTENDENT** or **DISTRICT** under the meaning or application of any Federal or State unemployment insurance laws, other social security law or any workers' compensation law, industrial law, or otherwise. **CONTRACTOR** shall assume and pay all liabilities and perform all obligations implied by any such laws with respect to the performance of services awarded under this bid. **CONTRACTOR** shall not have any right, power, or authority to create any obligation, express or implied, on behalf of the **SUPERINTENDENT** or **DISTRICT** and shall not have any authority to represent itself as an agent of the **SUPERINTENDENT**.

20.0 DEFAULT BY CONTRACTOR

20.1 If the successful bidder fails or neglects to furnish, deliver, provide or install any of the equipment, materials, supplies or services at the prices quoted, or at the times and places agreed upon, or otherwise fails to comply with the terms, conditions and specifications of this bid document in its entirety, the **SUPERINTENDENT or DISTRICT** reserves the right to cancel existing orders of any items affected by such default; and procure the equipment, materials, supplies or services from other sources and deduct from any unpaid balance due to the successful bidder or collect against his sureties, if any, excess costs so paid. The price paid shall be considered the prevailing market price at the time such purchase is made.

20.2 If the workmanship, in the opinion of the **SUPERINTENDENT or DISTRICT**, is poor and **CONTRACTOR** has failed to correct the situation within a reasonable time after written notification of said poor workmanship, the **DISTRICT** may terminate the agreement with a two (2) day written notice.

21.0 DAMAGES

Should any litigation be commenced between the parties to a contract concerning this bid, 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 for its attorneys' fees which shall be determined by the Court or in separate action brought for that purpose.

22.0 INSURANCE REQUIREMENTS

CONTRACTOR shall take out and maintain during the life of the contract such insurance as shall protect him and **DISTRICT** from all claims for property damage arising from operations under the contract. **CONTRACTOR** shall require his subcontractors, if any, to take out and maintain similar 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 have been delivered to and approved by the **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 ten (10) days after date of receipt of notice."
b. Certificates of insurance shall state in particular those insured, the extent of insurance, the location and operation to which insurance applies, the expiration date, and the 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.**
d. Insurance shall be written for not less than the following limits, or greater if required by law:

1. Workers' Compensation
   a. State — Statutory
   b. Applicable Federal — Statutory

CONTRACTOR's Workers' Compensation insurance shall include a waiver of subrogation.

2. Comprehensive general liability, including premises operations, independent contractors' protection, products and completed operations, broad form property damage:
   a. Bodily Injury — $1,000,000 each occurrence
   b. Property Damage — $1,000,000 each occurrence
   $1,000,000 aggregate

3. Employer's Liability per accident for bodily injury or disease $1,000,000 per accident

4. Comprehensive Automobile Liability (owned, non-owned, hired)
   a. Bodily Injury — $1,000,000 each occurrence
   b. Property Damage — $1,000,000 each occurrence

23.0 CERTIFICATES OF INSURANCE

Within five (5) days after notice of intent to award and prior to award, **CONTRACTOR** must furnish the **DISTRICT**, at no cost or obligation to the **DISTRICT**, certificates of insurance from all companies as evidence of the amounts and types of insurance required as per Section 22.0.

24.0 GUARANTEE OF MATERIALS AND WORKMANSHIP

Contractor shall guarantee all such work that may prove to be defective in workmanship or material together with any other adjacent work which may be displaced in connection with such replacement within a period of one (1) year from the date of acceptance of the above-mentioned project by the **SUPERINTENDENT and DISTRICT**; ordinary wear and tear, unusual abuse or neglect are exempt.
In the event of the contractor's failure to comply with the above-mentioned conditions within one week after having been notified in writing by the **SUPERINTENDENT or DISTRICT**, the contractor authorizes the **SUPERINTENDENT or DISTRICT** to proceed to have said repairs made good at the contractor's expense.

25.0 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 **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 available online at www.dir.ca.gov/dlsr/pwd/

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 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. 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 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. 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.

CONTRACTOR and each subcontractor shall keep or cause to be kept an accurate record showing the name, occupation, actual hours worked 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 work, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

26.0 DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

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/PublicWorks.html

27.0 HOURS OF WORK

As provided in Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 7 of the California Labor Code, eight hours of labor constitutes a legal day's 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 hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided.

CONTRACTOR shall, as a penalty, forfeit twenty-five dollars ($25) for each workman employed in the execution of the 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 hours in any one calendar day and forty (40) hours in any one calendar week. Notwithstanding the provisions hereinabove set forth, work performed by employees of **CONTRACTOR** in excess of eight hours per day and forty (40) hours during any one week upon this public work shall be permitted compensation of all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. Any work necessary to be performed after regular working hours or on Sundays or other holidays shall be performed in accordance with all California labor codes and without additional expense to **DISTRICT**.

28.0 PROTECTION OF WORK AND PROPERTY

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 Contact 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 loss or damage 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 work. 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 **SUPERINTENDENT** or **DISTRICT** by **CONTRACTOR**.

In an emergency affecting safety of life, work or adjoining property, **CONTRACTOR**, without special instruction or authorization from **SUPERINTENDENT or 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 **SUPERINTENDENT or 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 thereof and repair any damage thereto caused by work operations.

CONTRACTOR shall (unless the requirements are waived by the **SUPERINTENDENT or DISTRICT**) 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. Deliver materials to site over route designated by **DISTRICT**.

Confine the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of **SUPERINTENDENT or DISTRICT. CONTRACTOR** shall not unreasonably clutter premises with his materials and enforce all instructions of **SUPERINTENDENT or DISTRICT** regarding signs advertising, fires, danger signals, barricades and smoking and require that all persons employed on work comply with all regulations while on site.

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 **SUPERINTENDENT** or **DISTRICT** of the condition in writing. Work in the affected area shall not be resumed except by written agreement of the **SUPERINTENDENT** or **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.

It is further expected and understood that the **CONTRACTOR** will perform all repairs, maintenance and installation in accordance with generally accepted safety practices and shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during the performance of work. This requirement will apply continuously and not be limited to normal working hours.

It is further expected and understood that extra precaution will be taken for the safety of all children at all times and at all locations.

29.0 PERMITS

Any permits required for the prosecution of the work called for in the bid shall be secured and paid for by the **CONTRACTOR** unless otherwise specified.

30.0 ASSIGNMENT

CONTRACTOR shall not assign this contract or any part thereof without prior written consent of the **SUPERINTENDENT or DISTRICT**. Any assignment of money 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 by 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.

31.0 TERMINATION

Without limiting any rights or remedies which **SUPERINTENDENT or DISTRICT** may have in the event of any default by **CONTRACTOR**, **SUPERINTENDENT or DISTRICT** shall have the right, upon ten (10) days prior written notice to **CONTRACTOR**, to terminate this Agreement at any time and without cause prior to complete delivery. Such termination shall be without any obligation or liability to **CONTRACTOR** other than payment of charges for the value of work performed and for necessary expenditures which can be established by **CONTRACTOR** as having been reasonably incurred prior to the time that notice of termination is given.

32.0 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 of the following manners:

32.1 If notice is given to **DISTRICT**, by personal delivery to **DISTRICT** or by depositing same in United States mail, enclosed in a sealed envelope, addressed to **DISTRICT**, postage prepaid and registered.

32.2 If notice is given to **CONTRACTOR**, by personal delivery to said **CONTRACTOR**, 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.

32.3 If notice is given to surety or other persons, by personal delivery to such surety or other person/s 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 the party giving notice, postage prepaid and registered.

33.0 SEVERABILITY

If any provision of the Agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from and shall in no way effect the validity or enforceability of the remaining provisions of this Agreement, which shall remain valid and enforceable according to its term.

34.0 GOVERNING LAW

This Agreement shall be governed and interpreted in accordance with the laws of the State of California.

35.0 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.

36.0 AMENDMENTS

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

37.0 ENTIRE AGREEMENT

This Agreement contains all the agreements and understandings between the parties with respect to the subject matter hereof. No agreement or other understanding in any way modifying the terms hereof will be binding unless made in writing as a modification or amendment to this Agreement and executed by both parties. The failure of the **DISTRICT** to insist on strict performance shall not constitute a waiver of the provisions of this Agreement or a waiver of any other default by the **CONTRACTOR**. All prior agreements, representations, statements, negotiations, and undertakings, whether oral or written, are superseded hereby.

38.0 EFFECT OF WAIVER

No term or provision hereof shall be deemed waived and no breach excused, unless such waiver of consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse of any other or subsequent breach.

39.0 COVENANT AGAINST GRATUITIES

CONTRACTOR warrants by signing hereon that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the **CONTRACTOR** or any agent or representative of **CONTRACTOR**, to any officer or employee of the **SUPERINTENDENT or DISTRICT** with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, **SUPERINTENDENT or DISTRICT** shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the **SUPERINTENDENT or DISTRICT** in procuring on the open market any items which **CONTRACTOR** agreed to supply, shall be borne and paid for by the **CONTRACTOR**. The rights and remedies of **SUPERINTENDENT or DISTRICT** provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

40.0 PROTEST

Bidders may protest the recommended award, provided the protest is in writing, contains the bid number, is delivered to the address listed for submission of bid documents, and is submitted within five (5) calendar days from the date on which the bid was opened.

The grounds for a protest are that the **SUPERINTENDENT or DISTRICT** failed to follow the selection procedures and adhere to requirements specified in the bid documents or any addenda or amendments; there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. Seq.; or violation of any State or Federal law. Protests will not be accepted on any other grounds. All protests will be handled by a panel comprised of **SUPERINTENDENT** or **DISTRICT** staff.

SUPERINTENDENT and **DISTRICT** will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting bidder within seven (7) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

41.0 CONFLICT OF INTEREST

SUPERINTENDENT and DISTRICT hereby finds that the duties in this contract are limited in scope and thus do not necessitate compliance with disclosure requirements as stated in the Fair Political Practices Commission, Regulation Title 2, California Code of Regulations §18351.

42.0 RESOURCE CONSERVATION

SUPERINTENDENT and **DISTRICT are** fully committed to providing a safe and healthy school or work environment for students, families, and staff. **SUPERINTENDENT** or **DISTRICT** will promote the conservation of

resources through "Green Practices" and take a proactive and preventative approach in the areas of purchasing, new construction, maintenance, and operations. Forms for this purpose will be furnished to the successful bidder.

43.0 NON-COLLUSION

Any efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful. Public Contract Code 7106 requires all bidders to submit a non-collusion affidavit. Forms for this purpose are furnished with the bid documents.

44.0 LIQUIDATED DAMAGES

CONTRACTOR shall not be charged liquidated damages because of any delay in completion of work due to unforeseeable causes beyond his control including, but not restricted to, acts of God or public enemy, acts of Government, acts of **SUPERINTENDENT or DISTRICT** or anyone employed by him or acts of another contractor in performance of a contract with **SUPERINTENDENT or DISTRICT**, fires, floods, epidemics, quarantine restrictions, strikes, freight and embargoes or delays of subcontractor due to such causes. Exceptions to work commencing would be for notifications received that would cause work to start on a Saturday or Sunday. Such notification and work commencing start dates should be coordinated with the **SUPERINTENDENT, DISTRICT** or his authorized representative. The amount of liquidated damages for failure to comply shall be **Two Hundred Fifty Dollars ($250.00)** per calendar day, unless mutually agreed to by **SUPERINTENDENT, DISTRICT** and **CONTRACTOR**.

45.0 FINGERPRINTING REQUIREMENTS

This bid is subject to the provisions of Education Code Section 45125.1 and 45122.1. **CONTRACTORS'** employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any 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 667.5c) and 1192.7c), 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. **DISTRICT** may request the removal of an employee from a site at any time. Failure to comply with this provision may result in termination of the contract. **46.0 MATERIALS**

Except as otherwise specifically stated in the Contract, **CONTRACTOR** shall provide and pay for all materials, labor, tools, equipment, 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.

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, together with all improvements and appurtenances constructed or placed thereon by him, to **SUPERINTENDENT** and **DISTRICT** free from any claim, liens or charges.

46.0 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 as specified in Specifications. **CONTRACTOR** shall not leave debris under, in or about the premises. Upon completion of work, **CONTRACTOR** shall clean exterior of building including, equipment, walls, floors, windowsills and ledges, horizontal projections and any areas where debris has collected to surfaces. **CONTRACTOR** shall remove temporary fencing, barricade, planking and construction toilet and similar temporary facilities from site.

47.0 BRAND NAMES

Brand names are specified for descriptive purposes only. If the **CONTRACTOR** is proposing brands not listed on the bid form **CONTRACTOR** shall state the brand name and number **CONTRACTOR** is bidding. If no notations appear, it is understood that the **CONTRACTOR** is quoting on the exact brand name and number requested. If more than one (1) brand name is specified, **CONTRACTOR** must indicate which brand they are bidding on. When proposing materials other than those specified, **CONTRACTOR** must provide a product sample, product specification sheet, brochure or information complete enough to fully describe the alternate item.

It is the **CONTRACTOR'S** responsibility to provide such information with his/her bid package. Bids submitted without complete descriptive information may be rejected. The **SUPERINTENDENT or DISTRICT** shall be the sole

judge as to whether such deviations are, in fact, substantially equal to those set forth and whether such deviations are acceptable. All products bid must be new and not reconditioned. In all cases, the **CONTRACTOR** must guarantee his products from defects.

48.0 CONDUCT RULES

CONTRACTOR shall at all times enforce strict discipline and good order among his employees and shall not employ or work any unfit person or anyone not skilled in the work assigned to him. If **SUPERINTENDENT or DISTRICT** considers the workmanship of an employee to be of poor quality, **SUPERINTENDENT or DISTRICT** reserves the right to request replacement of Contractor's employee within five (5) business days' notice of the initial request. Forms for this purpose are furnished with the bid documents and shall be submitted by the successful bidder.

49.0 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – **CONTRACTOR**(S) that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certified to the tier above that It will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (F) above, when federal funds are expended by San Bernardino County Superintendent of Schools, the **CONTRACTOR**(s) certifies that during the term and after the awarded term of an award for all contracts by San Bernardino County Superintendent of Schools resulting from this procurement process, the **CONTRACTOR**(s) certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

a. No Federal appropriated funds have been paid or will be paid for on behalf of the **CONTRACTOR**, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

c. The CONTRACTOR(S) shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds to all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

50.0 FORCE MAJEURE

The parties to the bid will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing by "Act of God", fire, strike, loss or shortage of transportation, facilities, lockout, or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party provided that it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

51.0 IRAN CONTRACTING ACT OF 2010

If applicable, the proposer hereby certifies that he or she or it is, and at all times during the work performance hereunder shall be, in full compliance with the provisions of the Iran Contracting Act of 2010. The proposer shall indemnify, hold harmless and defend the **SUPERINTENDENT or DISTRICT** against any and all actions, proceedings, penalties or claims arising out of the proposer's failure to comply strictly with the Iran Contracting Act of 2010.

52.0 DRUG-FREE WORKPLACE CERTIFICATION

In accordance with the Drug-Free Workplace Act of 1990 and California Government Code sections 8350 et seq., the successful proposer will be required to execute a Drug-Free Workplace Certification concurrently with the execution of the Agreement. The successful proposer will be required to implement and take the

affirmative measures outlined in such provisions. Failure of the successful proposer to comply with the measures outlined in such provisions may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful proposer.

53.0 WAGE RATES, PAYROLL RECORDS AND DEBARMENT

a. The **CONTRACTOR** is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, sections 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, **CONTRACTOR** agrees to fully comply with such Prevailing Wage Laws. The **CONTRACTOR** shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the **CONTRACTOR** may view a copy of the prevailing rates of per diem wages at the **SUPERINTENDENT** or **DISTRICT** Facilities Department. **CONTRACTOR** shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request and shall post copies at the **CONTRACTOR**'s principal place of business and at the Project site. **CONTRACTOR** shall defend, indemnify, and hold the **DISTRICT or SUPERINTENDENT**, its elected officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

b. The **CONTRACTOR** and each Subcontractor shall forfeit as a penalty to the **DISTRICT** not more than Two Hundred Dollars ($200) for each calendar day, or portion thereof, for each worker ,paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the **CONTRACTOR**.

c. As a further material part of this Contract, **CONTRACTOR** agrees to hold harmless and indemnify the **DISTRICT or SUPERINTENDENT**, its officers, employees and agents from any and all claims, liability, loss, costs, damages, expenses, fines and penalties, of whatever kind or nature, including all costs of defense and attorneys' fees, arising from any alleged failure of **CONTRACTOR** or its Subcontractors to comply with the Prevailing Wage Laws of the State of California. If the **DISTRICT or SUPERINTENDENT** or any of the indemnified parties are named as a party in any dispute arising from the failure of **CONTRACTOR** or its Subcontractors to pay prevailing wages, **CONTRACTOR** agrees that the **SUPERINTENDENT, DISTRICT** and the other indemnified parties may appoint their own independent counsel, and **CONTRACTOR** agrees to pay all attorneys' fees and defense costs of the **SUPERINTENDENT, DISTRICT** and the other indemnified parties as billed, in addition to all other damages, fines, penalties and losses incurred by the **SUPERINTENDENT, DISTRICT** and the other indemnified parties as a result of the action.

d. Accurate payroll records shall be kept by the **CONTRACTOR** and each Subcontractor, 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 Work.

e. It shall be the responsibility of **CONTRACTOR** to comply with Labor Code section 1776 as it may be amended by the Legislature from time to time with respect to each payroll record. Labor Code section 1776 provides in relevant part,

(a) Each **CONTRACTOR** and Subcontractor shall keep accurate payroll records, 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. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.
(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(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 the 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 body awarding the contract, 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 for copies thereof. However, a request by the public shall be made through either the body awarding the contract, 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**, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the **CONTRACTOR.**

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in (a) above.

(d) A **CONTRACTOR** or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the **CONTRACTOR** awarded the contract or the subcontractor carrying out the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The **CONTRACTOR** shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The **CONTRACTOR** or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the **CONTRACTOR** or subcontractor fails to comply within the 10-day period, he or she shall,

as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit One Hundred Dollars ($100) 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, these penalties shall be withheld from progress payments then due. A **CONTRACTOR** is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause it to be inserted in the contract stipulations to effectuate this section." The **CONTRACTOR** or any subcontractor working under the **CONTRACTOR** may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to California Labor Code sections 1777.1 or 1777.7. Any contract on a public works project entered into between the **CONTRACTOR** and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by the **CONTRACTOR** on the project shall be returned to the **SUPERINTENDENT or DISTRICT**. The **CONTRACTOR** shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

54.0 LABOR COMPLIANCE MONITORING AND ENFORCEMENT

a. **CONTRACTOR**/subcontractor Registration. A **CONTRACTOR** or subcontractor shall not be qualified to bid on, be listed on an BID proposal (subject to the requirements of Public Contract Code section 4104) or engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5, except under the limited circumstances set forth in Labor Code section 1771.1(a). The **SUPERINTENDENT** or **DISTRICT** may not accept a bid or enter into a contract for a public works project with an unregistered **CONTRACTOR**.

b. Compliance Monitoring and Enforcement. Pursuant to Labor Code section 1771.4, this Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each **CONTRACTOR** and subcontractor performing work on the Project shall be required to comply with the provisions of the California Labor Code, beginning with section 1720, and the regulations of the Department of Industrial Relations Division of Labor Standards Enforcement (i.e., the Labor Commissioner), including, but not limited to, the standard provisions requiring payment of prevailing wages, maintenance and submission of certified payroll records, and the hiring of apprentices as appropriate. Unless otherwise specified, the **CONTRACTOR** shall be required to post job site notices regarding the requirements of this paragraph, as prescribed by regulation. **CONTRACTOR** and each subcontractor shall be required to furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner at least monthly, or more frequently if specified in the Contract Documents, and in a format prescribed by the Labor Commissioner.

c. **CONTRACTOR** shall be required to post a notice at the Project site in accordance with Title 8 of the California Code of Regulations, section 16451.

55.0 DOCUMENTS ON WORK

a. **CONTRACTOR** shall keep one copy of all Contract Documents, including addenda, change orders, Division I, Title 21 of the California Code of Regulations, Parts 1-5 and 12 of Title 24 of the California Code of Regulations, and the prevailing wage rates applicable at the time of the Contract, which are a part of Contract Documents, on the job at all times. Said documents shall be kept in good order and shall be available to the **SUPERINTENDENT** and **SUPERINTENDENT or DISTRICT** representatives. **CONTRACTOR** shall be acquainted with and comply with the provisions of said Titles 21 and 24 as they relate to this Project. (See particularly Duties of the CONTRACTOR, Title 24 California Code of Regulations, section 4-343.) **CONTRACTOR** shall also be acquainted with and comply with all California Code of Regulations provisions relating to this project, particularly Titles 17, 19, 21 and 24.)

b. **CONTRACTOR** shall also make available all books, records, accounts, contracts, bids, etc. upon request from the **SUPERINTENDENT or DISTRICT**.

SPECIFICATIONS

The San Bernardino County Superintendent of Schools (**SUPERINTENDENT**) is seeking a **CONTRACTOR** on behalf of Mt. Baldy Joint USD to remove and replace the existing roofing system at Mt. Baldy K-8 School Located at 1 Mount Blady Road, Mt. Baldy, CA, 91759. Work includes complete removal and proper disposal of the existing roofing system down to the decking to prepare a suitable substrate for installation of the new roofing system. The Contractor shall inspect the decking and replace any rotted or damaged plywood to match the existing substrate. Additional materials shall be installed as needed to ensure proper drainage.

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Standing seam metal roofing system.

B. Metal roofing accessories.

1.2 SCOPE OF WORK

1. Remove existing roofing system down to decking and dispose of properly.
2. Replace any damaged decking or fascia with like kind.
3. Install new SA metal underlayment over insulation board.
4. Install new metal roofing system over substrate per shop drawings.
5. Replace existing gutters new gutters as indicated during job walk.

1.3 REFERENCES

A. ASCE 7 - Minimum Design Loads for Buildings and Other Structures.

B. FM 4470 Approval Standard for Class 1 Panel Roofs.

C. FM 4471 - Class 1 Panel Roof; Factory Mutual Research Corporation.

D. UL 263 - Fire Tests of Building Constructions and Materials.

E. UL 580 - Standard for Tests for Uplift Resistance of Roof Assemblies.

F. UL 790 - Standard Test Methods for Fire Tests of Roof Coverings.

G. UL 1897 - Uplift Test for Roof Covering Systems.

H. ICC-ES AC166 - Test Procedure for Wind Driven Rain Resistance of Metal Roof Coverings.

I. SMACNA - Architectural Sheet Metal Manual.

J. National Coil Coating Association (NCCA)

K. NRCA - The NRCA Roofing and Waterproofing Manual.

1.4 DESIGN / PERFORMANCE REQUIREMENTS

A. Standing Seam Roofing System: R-Mer Shield

1. Thermal Expansion and Contraction:

a. Completed metal roofing and flashing system shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, producing excess stress on structure, anchors or fasteners, or reducing performance ability.

b. Design temperature differential shall be not less then 200 degrees F.

c. Interface between panel and toprail/clip shall provide for unlimited thermal movement in each direction along the longitudinal direction.

d. Location of metal roofing rigid connector shall be at roof ridge unless otherwise approved by the manufacturer. Metal ridge connector may require design as per job conditions by specified manufacturer.

2. Uniform Wind Load Capacity:

a. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria.

1) Design Code: ASCE 7, Method 2 for Components and Cladding.

2) Safety Factor: 1.67 after any load reduction or material stress increase.

3) Category III Building with an Importance Factor of 1 .

4) Wind Speed: 105 mph.

5) Ultimate Pullout Value: 633 pounds per each of the two fasteners holding the panel anchor to the roof decking or framing system.

6) Exposure Category: C

b. ASTM E 1592: Capacity shall be determined using pleated airbag method in accordance with ASTM E 1592, testing of sheet metal roof panels. Allowable safe working loads shall be determined by dividing the ultimate test load by the safety factor specified above.

3. Uniform Positive Load Capacity.

a. Installed roof system shall be capable of resisting the following positive uniform roof loads: Roof Live Load of 20 psf;

b. Dead Load: Loading of the roof structure, due to tear off of existing, and/or installation of new roofing materials shall not exceed the present loading due to weight of the existing roofing system.

4. ASTM E 1680: Static pressure air infiltration (roof panels):

a. Pressure Leakage Rate:

1) 1.57 PSF 0.034 cfm/sq.ft.

2) 6.24 PSF 0.048 cfm/sq.ft.

3) 12.0 PSF 0.051 cfm/sq.ft.

4) 20.0 PSF 0.010 cfm/sq.ft.

5. ASTM E 1646: Static pressure water infiltration (roof panels):

a. Pressure Result:

1) 5 Gal. /Hr. per S.F. and Static No Leakage

2) Pressure of 12.0 Psf for 15 minutes

6. Capacities for gauge, span or loading other than those tested may be determined by interpolation of test results within the range of test data. Extrapolations for conditions outside test range are not acceptable.

1.5 SUBMITTALS

A. Submit under provisions of Section 01300.

B. Product Data: Submit product data, test reports, and certifications in accordance with quality assurance and performance requirements specified herein.

C. Design Loads: Submit manufacturer's minimum design load calculations according to ASCE 7, Method 2 for Components and Cladding. In no case shall the design loads be taken to be less than those specified herein.

D. Shop Drawings: Prepared specifically for this project; showing dimensions of metal roofing and accessories, fastening details and connections and interface with other products.

E. Selection Samples: For each finish product specified, two complete sets of samples representing manufacturer's full range of available colors and textures.

F. Verification Samples: For each finish product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and textures.

G. Warranty Sample: Provide unexecuted copy of 40 -Year NDL Warranty.

H. Applicator Qualifications: Submit manufacturer's written acceptance of applicator stating contractor is qualified to install system and receive specified warranty.

I. Manufactures Inspections: Provide letter from corporate officer of manufacture stating intent to provide inspections (3) per week, during project as outlined in section 3.4 "Field Quality Control".

J. Manufacturer's Certificates: Certify products meet or exceed specified requirements.

K. Closeout Submittals:
1. Provide manufacturer's maintenance instructions that include recommendations for periodic checking and maintenance of installed roof system.
2. Provide executed copy of manufacturer's warranty.

1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: Manufacturer shall have in place a documented, standardized quality control program such as ISO-9001 approval.

B. Installer Qualifications: Certified and approved installer of the sheet metal roofing manufacturer.

C. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
1. Finish areas designated by Architect.
2. Do not proceed with remaining work until workmanship, color, and sheen are approved by Architect.
3. Refinish mock-up area as required to produce acceptable work.

1.7 PRE-INSTALLATION CONFERENCE

A. Convene a pre-roofing conference approximately two weeks before scheduled commencement of roofing system installation and associated work.

B. Require attendance of installers of deck or substrate construction to receive roofing, installers of rooftop units and other work in and around roofing which must precede or follow roofing work

including mechanical work, Architect, Owner, roofing system manufacturer's representative.

C. Objectives include:

1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.

2. Tour representative areas of roofing substrates, inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work.

3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.

4. Review roofing system requirements, Drawings, Specifications and other Contract Documents.

5. Review and finalize schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.

6. Review required inspection, testing, certifying procedures.

7. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing.

8. Record conference including decisions and agreements reached. Furnish a copy of records to each party attending.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.

B. Store materials protected from exposure to harmful environmental conditions and at temperature and humidity conditions recommended by the manufacturer.

1. Store materials above ground, on skids.

2. Protect material with waterproof covering and allow sufficient ventilation to prevent condensation buildup or moisture entrapment on the materials.

1.9 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.10 WARRANTY

A. Warranty: Upon completion of the work, provide the Manufacturer's written and signed NDL System Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installer, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition including Garland Metal Components.

B. Warranty Terms

1. 40-year, No Dollar Limit, Warranty.

2. Provide installers 5-year warranty covering roofing system installation and water-tightness.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Garland Company, Inc. (The), which is located at: 3800 E. 91st St.; Cleveland, OH 44105; Toll Free Tel: 800-321-9336; Tel: 216-641-7500; Fax: 216-641-0633.

2.2 STANDING SEAM METAL ROOFING

A. R-Mer Shield:
1. Width of Standing Seam Panel:
   a. 16-3/4 inches.
2. Standing Seam: 2-1/16 inch tall mechanically seamed with factory installed hot melt sealant in-seam cap. Panel/Cap is configured with a total of 4 layers of metal surrounding anchor clip and top rail.
3. Panel Profile: Provided with minimum 1-1/2 inches wide elevated mesa's every 2 inches on center continuous throughout panel. Stiffening ribs shall also be located in flat of panel next to the standing seam legs. Panel profile shall be symmetric in shape.
   a. Slope: Open Purlins or Solid Substrate down to 1/4:12.
4. Panel material:
   a. Galvanized steel 22 gauge, G90, smooth as per ASTM A 653.
5. Flashing and flat stock material: Fabricate in profiles indicated on Drawings of same material, thickness, and finish as roof system, unless indicated otherwise.
6. Coated Finish:
   a. Exposed surfaces for coated panels:
   b. Unexposed surfaces for coated panels shall be baked-on polyester coating with .20 to .30 dry film thickness (TDF).
7. Accessory Components:
   a. Anchor Clips:
      1) Concealed Standard Anchor Clips: Clips must be extruded aluminum ONE (1) piece clip with projecting legs for additional panel alignment and provision for unlimited thermal movement in each direction along the longitudinal dimension.
      2) Top Rail shall be snap-in-place extruded aluminum retainer. The top rail shall be used as a 6 inch length aligned with each panel clip, or in continuous lengths spanning one or more wind uplift zones, as required by the manufacturer's testing data and project engineering calculations.
         a) Two piece clips are unacceptable.
         b) Sealant applied in panel cap must be isolated from clip to ensure that no sealant damage occurs from the movement of the panel during expansion and contraction.
         c) Clip must maintain a clearance of a minimum of 1/2 inch between panel and substrate for proper ventilation to help prevent condensation on underside of panel and eliminate the contact of panel fastener head to panel.
   b. Fasteners:
      1) Concealed fasteners: Corrosion resistant steel fasteners (zinc plated, stainless steel or equal) designed to meet structural loading requirements.
      2) Exposed fasteners: Series 410 stainless steel fasteners or 1/8 inch diameter stainless steel waterproof rivets. All exposed fasteners shall be factory painted to match the color of the standing seam panels.
   c. Closures: Factory precut closed cell foam meeting ASTM D 1056 or ASTM D 3575, enclosed in metal channel matching panels when used at hip, ridge, rake, and jamb.
   d. Provide all miscellaneous accessories for complete installation.

2.3 METAL ROOFING ACCESSORIES

A. R-Mer SS Sheet Stock: High gloss, factory painted aluminum
1. Material and Thickness:
   a. 22-gauge steel
2. Color: TBD by Owner.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine surfaces to receive metal roofing. Notify the Architect in writing of any defective conditions encountered. Starting of work shall constitute acceptance of such conditions.

B. Structural Framing Substrate:

1. Verify primary and secondary framing members are installed and fastened, properly aligned and sloped.

2. Verify damaged shop coatings are repaired with touch up paint.

C. Verify roof openings, curbs, pipes, sleeves, ducts, or vents through roof are solidly set, reglets are in place, and nailing strips located.

D. Correct defective conditions before beginning work.

3.2 INSTALLATION

A. Install in conformance with the NRCA Roofing and Waterproofing Manual and Manufacturers installation requirements.

B. Form panel shape as indicated on Drawings, accurate in size, square, and free from distortion or defects.

C. Install underlayment and eave protection sheet underlayment as recommended by the Manufacturer.

D. Install all panels continuous from ridge to eave. Transverse seams are not permitted.

E. Panel lengths that exceed maximum shipping lengths shall be field rolled on equipment owned by the panel manufacturer. Seam sealant must be factory applied.

F. Exposed fasteners, screws and/or roof mastic are unacceptable and will be rejected. System configuration only allows for exposed fasteners at panel overlap, if required, and at trim details in accordance with the Manufacturer's requirements.

G. Where not otherwise indicated conform to SMACNA details including flashings and trim.

H. Install sealants where indicated to clean dry surfaces only without skips or voids.

I. Install metal edge treatment in accordance with the manufacturer's instructions and the approved shop drawings.

J. Install metal roofing accessories in accordance with the manufacturer's instructions and the approved shop drawings.

3.3 PROTECTION

1. Protect installed products until completion of project.

2. Remove existing metal roofing system and dispose of properly.

3. Inspect existing insulation and replace any wet or damaged areas.

4. Install new ¼" gypsum board over insulation per wind up lift calculations.

5. Install new SA metal underlayment over insulation board.

6. Install new metal roofing system over insulation board per shop drawings. Follow all details as indicated in drawings.

7. Touch-up, repair or replace damaged products before Substantial Completion.

3.4 FIELD QUALITY CONTROL

A. Inspection: Provide manufacturer's field observations (3) days per week. Provide a final inspection upon completion of the Work.

1. Warranty shall be issued upon manufacturer's acceptance of the installation.

2. Field observations shall be performed by a Sales Representative employed full-time by the manufacturer and whose primary job description is to assist, inspect and approve membrane installations for the manufacturer.

3. Provide observation reports from the Sales Representative indicating procedures followed, weather conditions and any discrepancies found during inspection.

4. Provide a final report from the Sales Representative, certifying that the roofing system has been satisfactorily installed according to the project specifications, approved details and good general roofing practice.

END OF SECTION

BID FORMS CHECKLIST

BID NO. 25.26.1182
ROOF REMOVAL AND REPLACEMENT

- ☐ Bid Form / Signature Page (2 pages)
- ☐ Bid Security / Bid Bond
- ☐ Non-Collusion Certification
- ☐ Contractors Certificate Regarding Worker's Compensation
- ☐ DIR Registration, Certification of Contractor and Subcontractor
- ☐ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- ☐ Drug-Free Workplace Certification
- ☐ Alcohol and Tobacco-Free School Policy
- ☐ Designation of Subcontractors
- ☐ Request for Substitution Form
- ☐ DVBE Participation Statement

ALL REQUIRED DOCUMENTS SIGNATURES MUST BE ORIGINAL HANDWRITTEN SIGNATURES IN BLUE INK.
Digital signatures, photocopies, and stamped signatures will not be accepted.

BID FORM /SIGNATURE PAGE

BID NO. 25.26.1149
ROOF REMOVAL AND REPLACEMENT

(COMPLETED FORM MUST BE SUBMITTED WITH BID)

The Bidder acknowledges that this proposal is submitted in accordance with all provisions, terms, conditions, attachments, exhibits, and amendments of **BID NO. 25.26.1182 – ROOF REMOVAL AND REPLACEMENT**, all of which are incorporated herein by reference. The Bidder agrees to enter into an agreement substantially consistent with the Bid Documents and to perform the required services if awarded the contract.

This bid constitutes a firm and irrevocable offer and shall remain valid for acceptance by the **DISTRICT** and Board approval of Mt. Baldy Joint USD for ninety (90) days from the date of submittal.

Pursuant to Government Code section 4552, the Bidder agrees that, upon acceptance of this bid, it assigns to the **DISTRICT** all rights, title, and interest in any causes of action arising under Section 4 of the Clayton Act or the Cartwright Act relating to purchases made for this Project. This assignment becomes effective upon final payment by the **DISTRICT**.

The undersigned declares that they have examined the Contract Documents, including the Notice Inviting Bids, Instructions for Bidders, and all Drawings and Specifications for **BID NO. 25.26.1182 – ROOF REMOVAL AND REPLACEMENT**, and agrees to furnish all labor, materials, and equipment necessary to complete the Work for the lump-sum price stated below, inclusive of all taxes.

BASE BID*

ALLOWANCE: $50,000.00, (Fifty Thousand Dollars and 00/100 Cents)
Unused allowance will be returned in the form of a deductive change order.

TOTAL PROJECT COST (INCLUDING $50,000.00 CASH ALLOWANCE):
Including all applicable taxes, bond fees and licenses.

$ _____

(AMOUNT WRITTEN IN NUMBERS)

_____

(AMOUNT WRITTEN IN WORDS)

Including all applicable taxes, bond premiums, and licenses.

***PLEASE NOTE:** The Total Base Bid Amount shall include a $50,000 allowance, which will be used as approved by the **DISTRICT**. The bidder confirms that it has checked all of the above figures and understands that neither the **DISTRICT** nor any of its agents, employees, or representatives shall be responsible for any errors or omissions on the part of the undersigned in preparing and submitting this Bid Form and Proposal.

BID FORM / SIGNATURE PAGE

(COMPLETED FORM MUST BE SUBMITTED WITH BID)

Receipt and acceptance of the following Addenda is hereby acknowledged:

Addendum Number						
Date						

Furthermore, Bidder hereby certifies to the **SUPERINTENDENT and DISTRICT** that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this_____day of _____, 20____

REFERENCES: Provide the names and phone numbers of three (3) accounts you have previously serviced.

1. _____

2. _____

3. _____

Name of Company

Taxpayer Identification Number

Authorized Signature

Contractor's License No(s).

Print Name Title

If you are submitting a bid as a corporation, please provide your corporate seal here:

Street Address

City

Telephone Number State Zip Code

E-Mail Address

BID SECURITY / BID BOND FORM

(COMPLETED FORM MUST BE SUBMITTED WITH BID)

KNOW ALL MEN BY THESE PRESENTS, that we _____, as "**Principal**", and _____ as "**Surety**", an admitted **Surety** insurer pursuant to Code of Civil Procedure, Section 995.120, legally doing business in California at _____, are held and firmly bound unto the Mt. Baldy Joint Unified School District, hereinafter referred to as **DISTRICT**, in the penal sum of Ten percent (10%) of the total amount of the bid submitted to the said **DISTRICT** for the work described below for the payment of which sum is 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 _____, 20_____, for the construction of:

BID NO. 25.26.1182
ROOF REMOVAL AND REPLACEMENT

NOW THEREFORE, the **Principal** shall not withdraw said bid within 90 days after said opening; and the **Principal**, when given Notice of Intent to Award, shall within seven (**7**) calendar days after the prescribed forms are presented to him for signature, return executed copies of the Agreement to the **DISTRICT**, in accordance with the bid as accepted and give bond with good and sufficient **surety**(ies), as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, the **Principal** shall pay the **DISTRICT** the difference between the amount specified in said bid and the amount for which the **DISTRICT** may procure the required work and/or supplies if the latter amount be in excess of the former, together with all costs incurred by the **DISTRICT** in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

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 thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or 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 attorney's fee to be fixed by the court.

IN WITNESS WHEREOF the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20_____, the name and corporate seal of each corporate party being 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)

_____
Telephone

NON-COLLUSION DECLARATION

(COMPLETED FORM MUST BE SUBMITTED WITH BID)

I, _____, declare as follows:

That I am the _____ of _____, the party making the attached Bid; that the attached Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, or that anyone shall refrain from Bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

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

Executed this ____ day of _____, 20___, at _____, California

_____
Name of Contractor (Print or Type)

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

WORKERS' COMPENSATION CERTIFICATION

(COMPLETED FORM MUST BE SUBMITTED WITH BID)

Labor Code Section 3700:

Every employer except the State of California 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 the state.
(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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.

Date: _____ _____

Company Name

By: _____

Signature

(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.)

DIVISION OF INDUSTRIAL RELATIONS (DIR) REGISTRATION

CERTIFICATION OF CONTRACTOR AND SUBCONTRACTOR

(COMPLETED FORM MUST BE SUBMITTED WITH BID)

Pursuant to Labor Code Section 1725.5, a contractor and all subcontractors must be registered with the Department of Industrial relations in order to quote, bid on, to be listed in a bid proposal or to engage in the performance of any defined "Public Work" contract. If the total project cost exceeds $1,000, the project is considered a "Public Work" and is subject to all requirements pursuant to Labor Code sections 1720 through 1815. Accordingly, the payment of prevailing wages is mandatory – Proof of a valid Contractor/Specialty license, DIR Registration, worker's compensation and liability insurance is required before any work begins. Refer to the Public Work Information link: **http://www.dir.ca.gov/Public-Works/PublicWorks.html** for further information. If selected for a project over $1,000 you will be required to enter certified payroll reports (electronically) into the Department of Industrial Relations (DIR) eCPR website located at: **http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html**

I, _____
(Name) (Title)

certify that _____is currently registered with the Department of Industrial Relations (DIR).
(Contractor Name)

Contractor's DIR Registration Number: _____ Expiration date: _____

Contractor further acknowledges:

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

Failure to comply with any of the above may result in a determination of non-responsiveness.
I declare under penalty of perjury under California law that I understand the foregoing, that it is true and correct and that I am a legal and authorized representative of the aforementioned firm.

By: _____
Authorized Signature

_____
Print Name

_____
Title

_____
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

(COMPLETED FORM MUST BE SUBMITTED WITH BID)

I am aware of and hereby certify that neither _____nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower-tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/ contractor or any lower participant is unable to certify this statement, it shall attach an explanation to this solicitation bid.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal of the above-named bidder on the _____day of_____, 20____ for the purposes of submission of this bid.

(Corporate Seal)

_____
Name of Contractor (Print or Type)

By: _____
Signature

_____
Print Name

_____
Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the ____ day of _____, 20____, for the purposes of award of this contract.

(Corporate Seal)

_____
Name of Contractor (Print or Type)

By: _____
Signature

_____
Print Name

DRUG-FREE WORKPLACE CERTIFICATION

(COMPLETED FORM MUST BE SUBMITTED WITH BID)

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 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 for the procurement of any property or services 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 awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

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

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in 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 of 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 be given a copy of the statement required by subdivision **(a)** and that, as a condition of employment on the contract, 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 by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the **DISTRICT** determines that I have either **(a)** made a false certification herein, or **(b)** violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, 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.

_____
Name of Contractor (Print or Type)

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

ALCOHOL AND TOBACCO-FREE SCHOOL POLICY

(COMPLETED FORM MUST BE SUBMITTED WITH BID)

In the interest of public health, the Mt. Baldy Joint Unified School District provides an alcohol and tobacco-free environment. Smoking or the use of any tobacco products and/or alcoholic beverages are prohibited in buildings and vehicles and on any property owned, leased, or contracted for, by the **DISTRICT**. Failure to abide by this requirement could result in the termination of this contract.

I acknowledge that I am aware of the Alcohol and Tobacco-Free School Policy and hereby certify that my employees and I will adhere to the requirements of the policy.

_____
Company Name

_____
Authorized Signature

_____
Date

DESIGNATION OF SUBCONTRACTORS

(COMPLETED FORM MUST BE SUBMITTED WITH BID)

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (**a**) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the bidder (prime Contractor) in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the bidder (prime contractor), specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the bidder's (prime contractor's) total bid and (**b**) the portion of the work which will be done by each subcontractor. The bidder (prime contractor) shall list only one subcontractor for each such portion as is defined by the bidder (prime contractor) in this bid.

If a bidder (prime contractor) fails to specify a subcontractor or if a bidder (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 bidder's (prime contractor's) total bid, bidder shall be deemed to have agreed that bidder is fully qualified to perform that portion, and that bidder alone shall perform that portion.

No bidder (prime contractor) whose bid is accepted shall (**a**) substitute any subcontractor, (**b**) permit any subcontractor to be voluntarily assigned or transferred or allow work to be performed by anyone other than the original subcontractor listed in the original bid, or (**c**) sublet or subcontract any portion of the work in excess of one-half of one percent of the bidder's (prime contractor's) total bid to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the bidder's (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, only after a finding reduced to writing as a public record of the **DISTRICT** awarding this contract setting forth the facts constituting the emergency or necessity. If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each alternate. Identify additional list of subcontractors by Alternate Bid No.

Portion of work: _____	Portion of work: _____
Subcontractor: _____	Subcontractor: _____
Address: _____	Address: _____
City, State, Zip: _____	City, State, Zip: _____
CSLB #: _____	CSLB #: _____
DIR Registration:	DIR Registration:
Portion of work: _____	Portion of work: _____
Subcontractor: _____	Subcontractor: _____
Address: _____	Address: _____
City, State, Zip: _____	City, State, Zip: _____
CSLB #: _____	CSLB #: _____
DIR Registration:	DIR Registration:

Proper Name of Contractor _____

Signature _____

Printed Name _____ Title _____

Address _____ City, State, Zip _____

Phone _____ Fax: _____ Date _____

REQUEST FOR SUBSTITUTION FORM

(FORM MUST BE SUBMITTED WITH BID)

An "or equal" product may be substituted; it will be the **SUPERINTENDENT** or **DISTRICT** sole decision if an "or equal" substitute material meets the required specifications.

☐ CHECK BOX IF THERE ARE NO SUBSTITUTION REQUESTS

REQUESTED ITEM	SUBSTITUTE ITEM	CONTRACTOR AGREES TO PROVIDE SPECIFIED ITEM IF REQUEST TO SUBSTITUTE IS DENIED (CIRCLE ONE)	SUPERINTENDENT/ CAHELPS DECISION (CIRCLE ONE)
		YES NO	YES NO
		YES NO	YES NO
		YES NO	YES NO
		YES NO	YES NO
		YES NO	YES NO

BIDDER REPRESENTATIVE

Signature: _____

Date: _____

SUPERINTENDENT or DISTRICT – REVIEWING REPRESENTATIVE

Signature: _____

Date: _____

DVBE PARTICIPATION STATEMENT

(DISABLED VETERAN BUSINESS ENTERPRISE)

(COMPLETED FORM MUST BE SUBMITTED WITH BID)

Each bidder must complete this form in order to comply with the Mt. Baldy Joint Unified School District ("**DISTRICT**") policy for participation of disabled veteran business enterprises **DISTRICT** projects funded in whole or in part by the State of California pursuant to the Leroy F. Greene School Facilities Act of 1998.(Education Code §17070.10, et seq.)

BID NO. 25.26.1182
ROOF REMOVAL AND REPLACEMENT

The undersigned, on behalf of the Trade Contractor named below, certifies that the Trade Contractor has made reasonable efforts to secure participation by DVBE in the Contract to be awarded for the above-referenced Bid number, including participation by DVBE subcontractors and/or material suppliers.

Check only one of the following:

☐ The Trade Contractor was unable after reasonable efforts to secure DVBE participation in the Trade Contract for the above-referenced Project/Bid. However, the Trade Contractor will use DVBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the Trade Contractor will report to the **DISTRICT** the total dollar amount of DVBE participation in any Contract awarded to Trade Contractor, and in any change orders, for the above-referenced Project.

☐ The Trade Contractor has secured DVBE participation in the Contract for the above-referenced Bid No., and anticipates that such DVBE participation will equal approximately _____dollars ($_____), which represents approximately _____percent (___%) of the total Contract for such Project. Upon completion of the Project, Trade Contractor will report to the **DISTRICT** the actual total dollar amount of DVBE participation in the Contract awarded to Trade Contractor, and in any change orders, for such Project.

_____
Company

_____
Name

_____
Title

_____
Signature

_____
Date

ATTACHMENT A – SITE MAP

MT. BALDY JOINT USD
1 Mount Baldy Road
Mt. Baldy, CA 91759



Estimated Square Footage: 10,547