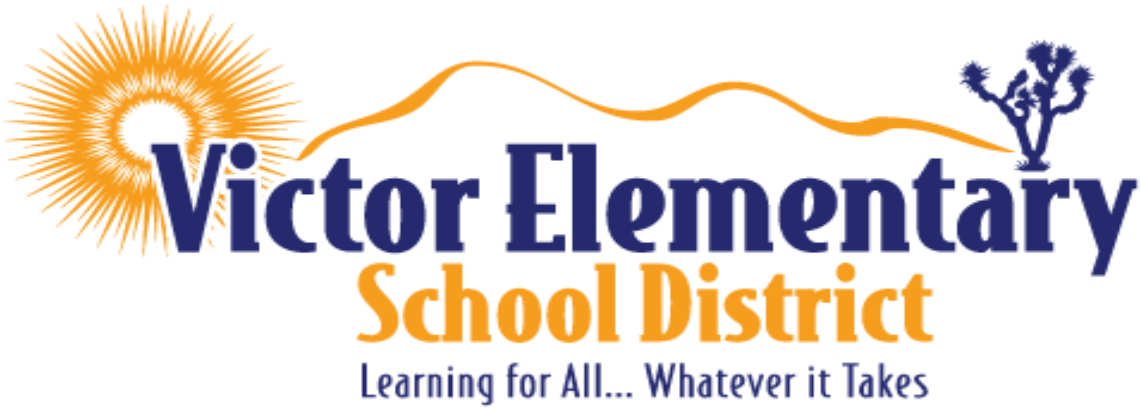


Bid # 26-009

Asphalt – West Side
Bid Deadline: June 16, 2026 @ 1:00 P.M.

Submit Bids To:

Victor Elementary School District
Attn: Purchasing Department
12219 Second Ave
Victorville, CA 92395
760-245-1691

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Victor Elementary School District ("District") will receive up to, but not later than **1:00 p.m. on June 16, 2026,** sealed bids for the award of a contract for:

Asphalt – West Side

Sealed bids will be received at Victor Elementary School District, 12219 Second Avenue, Victorville, CA 92395 and shall contain one original copy. This package must be clearly labelled "Bid # 26-009 Asphalt – West Side" and include the legal name, address, Vendors contract person, and a telephone number on the outside of the package. Bids shall be delivered to the attention of Ashley Pele, Purchasing Manager, Victor Elementary School District.

It is the sole responsibility of the Vendor submitting the bid to ensure that it is received by the District prior to the deadline time and due time and at the proper location. Unless this bid is extended by a written addendum, Bids received after 9:00 a.m. on the due date, will not be considered and will be returned unopened. Only bids submitted on District forms and in accordance with the instructions in this package will be accepted.

Bid documents will be available beginning on **May 27, 2026** at the location specified above, on the District's website at www.vesd.net,or via email request to apele@vesd.net.

There will be a **mandatory Pre-Bid Job Walk** on **June 4, 2026 at 8:00 am. Starting location for the job walk will be the VESD Family Resource Center.** Located at 15115 Nisqualli Rd. Victorville, CA 92395

As a condition of bidding and in accordance with the provisions of Section 20111.5 of the California Public Contract Code, prospective prime contract bidders are required to submit to the District proof of prequalification for the 2025-2026 calendar year OR a completed prequalification questionnaire and financial statement. **All prequalification packets are to be submitted on Quality Bidders. All submissions must be completed by 4:00 p.m. on June 4, 2026.**

License Classification: Active A or C-12

Each bid must conform and be responsive to this notice and all other documents comprising the contract documents. All interested parties may obtain additional information by contacting Ashley Pele, Purchasing Manager at apele@vesd.net. All questions must be submitted in writing no later than **2:00 p.m. on June 8, 2026**.

All forms must be completed, signed, and returned with the bid. No bidder may withdraw its bid for a period of sixty (60) calendar days after the date set for the receipt of bids.

The District reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any irregularities or informalities in the bid or in the bidding process.

Signed: Ashley Pele, Purchasing Manager

VICTOR ELEMENTARY SCHOOL DISTRICT

12219 Second Ave

Victorville, CA 92395

Date: May 27, 2026

Publication Dates: May 29, 2026 and June 6, 2026

REQUIRED FORMS

Please include this sheet with your bid proposal.

Bid Documents Due at the Submission of the Bid

- ☐ Bid Quotation Sheet
- ☐ Bid Proposal Form
- ☐ Acknowledged Addenda (if any)
- ☐ Non-Collusion Affidavit
- ☐ Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- ☐ Equal Opportunity Employment
- ☐ Statement Regarding Insurance Coverage
- ☐ Workers' Compensation Certification
- ☐ Bid Bond

Other Forms Not Required Until After Award of Bid

- ☐ Agreement
- ☐ Drug-Free Workplace Certification
- ☐ Fingerprinting and Criminal Background Check Certification
- ☐ IRS Form W-9
- ☐ Certificates of Required Insurance / Endorsements
- ☐ Payment Bond
- ☐ Performance Bond

INTRODUCTION

1. **BACKGROUND:** The Victor Elementary School District ("District") is a public school district located in San Bernardino County, California. The contains 18 school sites and 5 support facilities. The District is seeking flooring for multiple sites.

2. **STATEMENT OF WORK:** The purpose of this bid is to obtain quotes for asphalt repair and striping at the west side school sites, as detailed on the **Specifications** page, provided below.

3. **DISCRETION:** Execution of the actions relating to this bid are solely at the discretion of the District. The District shall not be obligated to purchase any services described herein.

4. **TERM:** The contract term ("Term") will commence on a date to be determined upon award by the Board through August 2, 2026. The awardee(s) will be notified when the recommendation has been acted upon and approved by the Board of Trustees of Victor Elementary School District.

   Any resulting contract may be canceled by the District at any time with a thirty (30) day written notice.

   The District makes no representations that an agreement will be awarded to any prospective vendor responding to this Invitation for Bids.

5. **REQUIREMENTS:** All submitted bids must provide, at minimum, all requested information contained within the bid package. Any portion not included in the bid may be cause for a finding of non-responsiveness by the District. All information submitted is to be considered public knowledge and will be subject to the California Public Records Act or any other applicable laws. All forms listed under "Required Forms" **must be completed.**

6. **QUESTIONS:** Any questions pertaining to this bid are to be directed **via e-mail only** to Ashley Pele, Purchasing Manager at apele@vesd.net.

   Questions must be received no later than **2:00 p.m. on May 5, 2026**. ***Any clarifications resulting from questions will be posted on the District's website as an addendum. It is the bidder's responsibility to check the website to ensure they have received all addenda issued for this bid.*** Questions received after **2:00 p.m. on May 5, 2026 will NOT be addressed.**

INFORMATION TO BIDDERS

TIMELINE:

District Issues Bid	May 26, 2026
Advertisement	May 27, 2026 and June 3, 2026
Bid/Job Walk (mandatory)	June 4, 2026 at 8:00 am
Bid Question Deadline	June 8, 2026 at 2:00 pm
Bid Question Response/Addenda Deadline	June 10, 2026 at 2:00 pm
Bid Deadline and Opening	June 16, 2026 at 1:00 p.m.
Notification to vendor of board recommendation	June 23, 2026
Board Approval/Award of Bid	June 24, 2026

1. **Preparation of Bid Form:** The District invites bids on the attached Bid Quotation Form to be submitted by qualified bidders to the District at such time and place as is stated in the Notice to Bidders, not later than **1:00 p.m. on June 16, 2026.** Bids shall be delivered to the Purchasing Department of the Victor Elementary School District, located at 12219 Second Ave Victorville, CA 92395**.** All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, its address, the bid number (if assigned), and the bid name. No bids will be accepted via email or facsimile. Each bidder must submit one original "hard" copy and one electronic copy (.pdf) on a flash drive of its bid to the District.

   It is the bidder's sole responsibility to ensure that bids are received in the aforementioned department by said time. ***A signature provided via a carrier's tracking system does not ensure the bid package has been received in the Purchasing Department. Bids that have not been delivered to the Purchasing Department prior to the stated time for opening will be returned to the bidder unopened.*** All bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

2. **Securing Documents:** Documents comprising the Contract Documents will be available without charge, and may be secured by prospective bidders in the Purchasing Department of the Victor Elementary School District, located at 12219 Second Ave Victorville, CA 92395 or on the District's website at vesd.net.

3. **Submission**: To receive consideration, bids shall be made in accordance with the following instructions:

   a. Bids shall be made upon the form obtained from the Purchasing Department or downloaded from the District's website and properly

executed. Bids shall be legibly written in ink or typed before submission. Bids are to be verified, as the bids cannot be corrected after they are opened. The completed form shall be without interlineation, alterations, or erasures. However, mistakes may be crossed out and corrections made in the margin immediately adjacent to such mistake and initialed in ink by the person(s) authorized to sign the bid. Alternative proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered.

b. Before submitting a bid, bidders shall, at their own cost and expense, carefully examine the Specifications and all other Contract Documents. Bidders shall fully inform themselves as to all existing conditions and limitations, and shall ensure that unit cost and total cost are reflected in the bid. No allowance will be made because of lack of such examination or knowledge. The failure of a bidder to receive or examine any of the Contract Documents shall not relieve such bidder from any obligation with respect to the bid or the requirements set forth in the Contract Documents. The District assumes no responsibility or liability to any bidder for, nor shall the District be bound by any understandings, representations or agreements of the District's agents, employees or officers concerning the Contract Documents made prior to execution of the Contract. The submission of a bid shall be deemed prima facie evidence of the bidder's full compliance with the requirements of this section.

c. All bids must be under sealed cover. District will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission.

d. The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

e. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form not specifically called for in the Contract Documents may result in the District's rejection of the bid as nonresponsive to the invitation to bid.

f. Bidders must complete and submit the forms listed in the checklist in this bid package.

4. **Requests for Information/Clarification:** All questions pertaining to this bid must be requested prior to **2:00 p.m. on May 5, 2026**. **By 2:00 p.m. on May 7, 2026,** the District will respond to all questions that are timely submitted. All questions and the District's responses will be provided in the form of a written addendum on the Bid page of the District's website: www.vesd.net. It is the bidder's responsibility to check the website frequently to ensure all addenda and clarifications regarding this bid have been reviewed and submitted, as required. Questions received after the date and time referenced above will not be addressed.

5. **Prices:** Pricing is to be submitted on the enclosed Bid Quotation Sheet, included in the bid packet. All price quotations must be firm and shall be in effect for the Term of the Contract. The Total Bid Price is to include all equipment and labor required to complete the asphalt at the west side schools. No charges will be allowed over and above the total price bid. The District will not pay for services before it receives them. Therefore, the bidder shall not include any up-front payments or deposits in its Total Bid Price.

6. **Bid Negotiations:** A proposal to any specific requirement of the Contract Documents with terms such as "negotiable," "will negotiate," or similar, may render the entire bid non-responsive and subject to rejection.

7. **Schedule:** Contractor shall work with the Maintenance and Grounds Supervisor to schedule the appropriate crew to need the district deadlines discussed in the post bid interview.

   By submitting a bid, the bidder acknowledges that it is bidder's sole responsibility to provide a sufficient workforce to ensure compliance with the Schedule.

   The Schedule is subject to change by the District at its discretion in the event of unforeseen circumstances that result in the need to alter the Schedule, and the District will provide advance written notice accordingly.

8. **Addenda or Bulletins:** Any addenda or bulletins issued by the District during the time of bidding or forming a part of any documents loaned to the bidder for the preparation of this bid shall be covered in the bid and shall be made a part of the Contract Documents. Any additions, or corrections will be addressed in the form of addenda which will be posted on the District website at www.vesd.net. **It is the bidder's responsibility to check the District's website for addenda issued for this project. <u>Any bids received that do not include the acknowledged addenda, if issued, may be deemed non-responsive</u>.**

9. **Withdrawal of Bid:** Any bidder may withdraw its bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids.

10. **Opening of Bids:** Bids will be opened at the time and place scheduled in the Notice to Bidders.

11. **Award or Rejection of Bids:** The Contract will be awarded to the lowest responsive and responsible bidder based on the following: The lowest bid will be determined based on the bidder with the lowest Total Bid Price for asphalt at west side schools consistent with the provisions herein. Sites will not be awarded on an individual basis. The Board of Trustees of the District, however, reserves the right to reject any or all bids or to waive any irregularities or informalities in the bids or in the bidding process. The District reserves the right to make an award of this bid at any time up to ninety (90) days from the date of bid opening.

12. **Withdrawal of Bids After Opening:** No bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening of bids.

13. **Equal Bids:** When bids are equal, they shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.

14. **Agreement:** The form of Agreement, which the successful bidder, as "Contractor," will be required to execute, is included in the Contract Documents and should be carefully examined by the bidder. The Agreement will be executed in two (2) original counterparts. The complete contract ("Contract") consists of the following documents (the "Contract Documents"): Notice to Bidders, Introduction, Information to Bidders, Agreement (including all modifications thereof and duly incorporated therein), General Conditions, Specifications/Scope of Work, Bid Quotation Sheet, Bid Proposal Form, Addenda (if any), Non-Collusion Affidavit, Workers' Compensation Certificate, Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion, Equal Opportunity Employment Form, Drug-Free Workplace Certification, Bid Quotation Sheet, Statement Regarding Insurance Coverage, Fingerprinting and Criminal Background Check Certification, Iran Contracting Act Certificate, Addenda (if any), and the Purchase Order, if applicable. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, and transportation necessary for the proper removal and disposal of all items called for in the Contract Documents.

15. **Interpretation of Documents:** If any bidder submitting a proposal for the proposed Contract is in doubt as to the true meaning of any part of the specifications/scope of work or other Contract Documents, or finds discrepancies in, or omissions from the Contract Documents, or finds discrepancies in, or omissions from the specifications, the bidder may submit a request for an interpretation or correction thereof to:

Ashley Pele, Purchasing Manager
Victor Elementary School District
12219 Second Ave Victorville, CA 92395
apele@vesd.net

All questions and inquiries regarding this bid shall be submitted in writing, on company letterhead, on or **before 2:00 p.m. on June 8, 2026.**

It is the bidder's responsibility to verify all information. Any interpretations or corrections of the Contract Documents will be made only by addendum duly issued and a copy of such addendum may be emailed to each person receiving a set of such documents. The District will not be responsible for any other explanations or interpretations of the Contract Documents. Any addenda issued during the time of bidding shall be made a part of the Contract.

16. **Department of Industrial Relations (DIR), Labor Code & Prevailing Wages for Public Works:** The services required in this bid will require the payment of prevailing wage. If the bidder, or the District, determines the bid falls within Labor Code sections 1770 et seq., the District will report the project to DIR and will provide bidder with the

DIR project number. Prevailing wage labor, when deemed necessary, will need a separate quote for that said labor, and will be provided by the bidder at that time.

17. **Bidders Interested in More Than One Bid:** No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal. **No person, firm, or corporation shall be allowed to bid who has participated in the preparation of the bid specifications; a bid by such a person, firm or corporation may be determined to be nonresponsive.**

18. **Damages:** The District shall hold the successful bidder liable and responsible for all damages which may be sustained because of its failure to comply with any conditions herein. If the successful bidder fails to furnish or deliver any material, supplies, equipment, labor, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the Contract Documents in their entirety, the District may seek the services herein specified elsewhere, without notice to the successful bidder. Costs accrued by the District for additional labor and/or services resulting from a failure to perform shall be invoiced to the successful bidder or payment may be deducted from future invoices. Prices paid by the District shall be considered the prevailing market prices at the time such payment is made. In addition, a charge of $100.00 per hour will be assessed to cover administrative costs for the processing of the solicitation of additional services resulting from the successful bidder's non-performance.

19. **Demonstrations:** If the District considers a need, bidder shall be required to arrange demonstrations of item(s) or service(s) bid. Failure to be able to provide such working demonstration may disqualify the bidder's bid submittal. Unless otherwise required by the District, bidders shall be required to provide the requested demonstrations at the District's facility. All demonstrations shall be provided free of charge to the District. Bidders may be required to reimburse the District for travel to demonstrations not held at District's facility.

20. **Independent Price Determination:** By submission of a bid, the bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that in connection with this bid:
    a. The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any competitor; and
    b. Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the bidder prior to award directly or indirectly to any other proposer or to any competitor; and
    c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.
    d. Each person signing the bid certifies that he/she:

i) Is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered in the bid and has not participated (and will not participate) in any action contrary to section a, b, or c above; or

ii) Is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered in the bid but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to Section a, b, or c above.

21. Listing Subcontractors: Each bidder shall submit with his bid, on the form furnished with the contract documents, a list of the names and locations of the places of business of each subcontractor who will perform work or labor or render service to the bidder in or about the project, or a subcontractor who under subcontract to the bidder, specially fabricates and installs a portion of the work, in an amount in excess of one-half of one percent (1%) of the bidder's total bid as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et seq.). If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate.

22. **Equal Employment Opportunity:** The District is an equal opportunity employer. connection with the execution of these Contract Documents, the bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, sex, age, sexual preference, gender identity, marital status or national origin. The bidder shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, ancestry, sex, age, sexual preference, gender identity, marital status or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The bidder must sign the Equal Opportunity Employment Form which must be attached and become a part of the bid. In addition, the bidder agrees to require like compliance by any subcontractors employed to perform any work or services on the Contract.

23. **Hold Harmless:** Bidder shall save, defend, indemnify, and hold harmless the District, its officers, agents, employees, and representatives from and against any and all losses, claims, liabilities, and expenses (including attorneys' fees) of any nature or kind whatsoever, for any injury or death of any person and for loss or damage to any property on account of, in connection with, or in any way arising out of the occupancy, use, service, operations, or performance under the terms of the Contract Documents resulting in whole or in part from the negligent acts or omissions of the bidder, subcontractor, or any employee, agent, or representative of the bidder or subcontractor. Bidder shall further save, defend, indemnify, and hold harmless the District, its officers, agents, employees, and representatives from and against any and all losses, claims, liabilities, and expenses of any nature or kind whatsoever on account of the publisher or author, manufacturer or agent of any copyrighted or un-

copyrighted composition, secret process, trademark, patented or unpatented invention, article, item, or appliance furnished or used in its bid.

24. **General Liability Insurance:** The successful bidder shall maintain during the life of this Contract a comprehensive liability insurance policy with an insurance carrier authorized to conduct business in California with a current A.M. Best's rating of no less than A:VII rating or approved by the Surplus Line Association, unless agreed to in writing by the District. The insurance will serve to protect the successful bidder and the District from all claims for personal injury, including accidental death, as well as from all claims of property damage arising from the operations under this Contract. The minimum amounts of such insurance shall be as follows:

1. Comprehensive General Liability insurance with limits of no less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

2. Automobile liability insurance for any vehicle that enters District property. Limits of automotive liability shall be no less than $1,000,000 per occurrence.

3. Workers Compensation insurance as required by the State of California with statutory limits.

4. Employer's liability insurance with limits of no less than $1,000,000 per occurrence.

The insurance required of the successful bidder shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater. In the event of any loss or damage covered by a policy of insurance required to be obtained and maintained by the successful bidder hereunder, the successful bidder shall be solely and exclusively responsible for the payment of the deductible, if any, under such policy of insurance, without adjustment to the Contract price.

The successful bidder shall furnish the District with original certificates of insurance and copies of the applicable policy language effecting the coverage required herein.

An endorsement must be issued by the successful bidder's insurance carrier amending the bidder's policy and naming the Victor Elementary School District, its officials, trustees, officers, agents, employees, volunteers, and representatives as an additional insureds. The endorsement must be on ISO Form CG 20 1185 or equivalent. The successful bidder shall be required to provide a copy of the required endorsements.

All certificates and endorsements are to be received and approved by the District before commencement of the work under the Contract. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

25. **Execution of Agreement:** The form of Agreement, which the successful bidder, as Contractor, will be required to execute, is included in the Contract Documents for

reference purposes and should be carefully examined by the bidder. The successful bidder shall sign the Agreement included in this invitation for bids upon award of the bid by the District's Board together with the Bid Proposal Form, the Quotation Sheets and any other documents requiring a signature and/or submission. All of the above-referenced documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. It is the intention of the District that all bids submitted to the District include all equipment necessary for the proper delivery of all items or services called for in the Contract Documents. The Term of this Agreement will begin on a date to be determined upon award by the Board through August 2, 2026 unless renewed as contemplated by this Agreement.

26. **Assignment of Contract:** The successful bidder shall not assign, transfer, convey, sell or otherwise dispose of any rights or obligations arising under these Contract Documents, or any power to execute the same, to a third party without the consent in writing of District's Board. Notice is hereby given that the District will not honor any assignment made by the successful bidder unless consent in writing, as indicated above, has been given.

27. **Conflicts Check:** The District reserves the right, before any Contract award is made, to require any bidder to whom it may make a Contract award, to do a conflicts check and disclose all actual and potential conflicts to the District. In the event a conflicts check is required, the District will provide a list of major vendors doing a significant amount of business with the District. The potential contractor must disclaim in writing any conflict of interest. Furthermore, the District reserves its rights to reject the selected contractor if its conflicts check reveals actual conflicts, and go to the next lowest responsive, responsible bidder.

28. **Contact with Governing Board:** Agents of any company, or any related associates, are prohibited from making any direct or indirect contact with any member of the District's Board during the bid process on any project on which the agent intends to or has submitted a bid. Any agent, or associate, violating this policy shall be deemed disqualified from this bid opportunity. Should such contact come to light after the Contract is awarded and the contractor or entity was deemed the successful bidder, the Board reserves the right to cancel any Contract awarded.

29. **Tobacco-Free District:** The District has been designated as a tobacco-free district. Tobacco use (smoked or smokeless) is prohibited at all times on all District property and in District vehicles.

30. **Filing Bid Protests:** Following the opening of the bids, the District will issue a notice of intent to award the Contract. The notice will identify the bidder to whom the District intends to award the Contract and the date, time, and place of the District's Board meeting during which the award of the Contract will be considered. If any bidder who submitted a bid has an objection to the award of the Contract to the apparent selected bidder, the objecting bidder shall furnish that protest, in writing, to the District within three (3) business days of the date of the bidder notification of the awarded Contract. The protest shall describe in detail the basis for the protest, and shall request a

determination under this section. If a protest filed by a bidder does not comply with each and every one of the foregoing requirements, the District may reject the protest as invalid. If a bidder files a timely and valid protest, the District shall review the protest and all relevant information and documents and will provide its proposed written decision to the protesting bidder. The District shall submit its proposed written decision, which shall include its finding(s) and recommendation(s), to the District's Board who shall then review the matter under such terms and conditions as deemed proper.

In response to a protest, the District's Board may decline to award a contract, may award a contract to a bidder other than as previously intended, or may award a contract to a bidder as previously intended despite the protest. Such action by the Board shall be a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested.

The District will notify the bidders involved of the decision of the Board of Trustees. The decision shall be final and binding on the objecting bidder.

COMPLIANCE WITH THE FOREGOING REQUIREMENTS IS MANDATORY. Each bidder who desires to protest must file a protest in accordance with the foregoing requirements, and no bidder may rely on a protest by another bidder as a means of satisfying such requirements. Compliance with the foregoing requirements is the sole and exclusive means of protesting the bidding process, any bid, and/or the intended award of a contract for the project, and failure to so comply shall be deemed and construed as a waiver of any and all rights the bidder may have to pursue a claim, demand, or action based on the bidding, any bids, and/or any contract awarded for the project.

31. **Responsibility of Bidder:** Prior to the award of the Contract, the District reserves the right to consider the responsibility of the bidder. The District may conduct investigations as the District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, the qualifications and financial ability of the bidders.

32. **IRS Requirements:** The District shall view the legal position of the bidder as an "independent contractor" and that all persons employed to furnish equipment are employees of the bidder and not of the District.

a) The District shall not be liable for any of the contractor's acts or omissions performed under the Contract to which the bidder is party.

b) The bidder will complete IRS form W-9 providing a taxpayer identification number and also indicate whether the bidder is a corporation, sole-proprietor, partnership, individual, etc. This form must be on file with the District within sixty (60) days from the date of the Contract start date.

GENERAL CONDITIONS

1. **Safety Requirements:** All services provided shall comply with any and all current applicable safety or regulatory standards, requirements, or codes. The District reserves the right to reject any services and/or equipment to be used in conjunction with the services that, in the opinion of the District, are unsafe for their intended use or that fail to meet established safety standards. The opinion of the District representatives shall be final.

2. **Specification Variance:** The District reserves the right to waive minor variations in specifications and evaluate bids and make awards considering the ability of the bidder to perform the services being procured. Bids varying from District specifications in any major detail are not solicited and may be disqualified. The District's decision shall be final.

3. **Excuse for Nonperformance – Force Majeure Clause:** The Contractor shall be excused from performance hereunder during the time and to the extent that is prevented from performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party providing it is satisfactorily established that the nonperformance is not due to the fault or negligence of the party not performing.

4. **Cancellation for Insufficient or Non-Appropriated Funds:** The Contractor agrees and acknowledges that monies utilized by the District to pay for the services bid is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid or the Contract at any time and/or to limit requested services due to non-availability or non-appropriation of sufficient funds.

5. **Availability of Services:** The Contractor will make such guarantee that the services listed in the Statement of Work, Specifications and Bid Quotation Sheet are available and will be completed according to the Schedule.

6. **Delay Due to Unforeseen Obstacles:** All loss or damage arising from any unforeseen obstacle or difficulties which may be encountered, or from any action of the elements, or from any act or omission not authorized by these specifications, on the part of the Contractor, or any agent or person employed by said Contractor, shall be sustained by the Contractor.

7. **Termination for Default:** If the Contractor fails or neglects to supply or deliver any of said goods, articles, or services at the prices named and at the times and places above stated, then the District may, without further notice or demand, cancel and rescind any or all items listed in the Contract Documents affected by such default and may, whether or not the Contract is cancelled or rescinded, after written notice is given to the Contractor, purchase said goods, supplies or services elsewhere and the prices paid by the District shall be considered the prevailing market prices at the time such purchases are made. Any extra costs so paid may be collected from the

Contractor by the District; it being specifically provided and agreed that time shall be of the essence in the Contract.

In case of default by the Contractor, the Contractor hereby agrees that the District may procure the items, materials, equipment, or services from other sources in accordance with conditions existing at the time, and the Contractor shall be responsible and liable for all damages that may be sustained thereby.

8. **Termination for Convenience:** The District reserves the right to terminate any contract resulting from this invitation for bids, at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be required to pay for service or goods provided or furnished to the District prior to the effective date termination.

   The Contractor will have the option to terminate the contract upon written notice to the Purchasing Manager. Such notice must be received at least ninety (90) days prior to the date of termination.

9. **Indemnification:** The Contractor shall maintain, or cause to be maintained, such insurance as will protect the Contractor and the District from claims under workers' compensation laws, and such public liability insurance as will protect the Contractor and the District from claims for damages for personal injury, including death, and damage to the property, which may arise from operations under this Contract, whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them.

   The Contractor agrees to save, hold harmless, and indemnify the District from every claim or demand which may be made by reason of:

   a. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by Contractor upon or in connection with Contractor's work, however caused; and

   b. 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 any person, firm, or corporation directly, or indirectly employed by the Contractor upon or in connection with the Contractor's work, whether said injury or damage occurs upon or adjacent to the work, the Contractor at its own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit, or legal proceedings or result thereof.

10. **Governing Law and Venue:** In the event of litigation, the bid documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Bernardino County. Additionally, all items, materials, and equipment to be

supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state, and federal law.

11. **Reserved.**

12. **Invoicing and Payment:** Invoices shall be submitted in duplicate to:

Victor Elementary School District
Purchasing Department
Attn: Ashley Pele, Purchasing Manager
12219 Second Ave
Victorville, CA 92395

Unless otherwise agreed in writing, the District will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the Purchase Order.

SPECIFICATIONS

The selected Contractor shall provide asphalt services for notated school sites within the District. This will include crack fill, slurry and restriping at the sites listed below. Highlighted areas on the provided maps note all the asphalt areas for the work to be performed. Additional work is also circled, and a description is given. We do have two alternates that we would like quoted, those areas are marked on the provided maps.

Work will be scheduled to start June 8, 2026 and needs to be completed by August 2nd, 2026. Any work performed between June 8-July will need to be scheduled around the summer school hours.

SCOPE OF WORK

School and Site Listing

Victor Elementary School District Addresses		
VESD Family Resource Center	15115 Nisqualli Rd	Victorville, CA 92395
Liberty Elementary	12900 Amethyst Road	Victorville, CA 92392
Discovery School of Arts*	13247 Amethyst Road	Victorville, CA 92392
ParkView Prep	13427 Cahuenga Road	Victorville, CA 92392
West Palms Conservatory	14375 Del Gado Road	Victorville, CA 92392
Brentwood Elem.	13962 Hook Boulevard	Victorville, CA 92394
Dr. Ralph Baker 21st Century Learning Center	15456 El Evado Rd	Victorville, CA 92392
Del Rey Elementary*	15332 Del Rey Drive	Victorville, CA 92395

*Denotes potential alternate option

REQUIRED FORMS

See page 4 of Bid Package for a checklist of the forms required to be submitted with this bid, and the forms required to be submitted by the successful bidder following award.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by and between the Victor Elementary School District, a school district organized and existing under the laws of the State of California ("District") , and _____ ("Contractor") for:

Asphalt – West Side

In consideration of the mutual covenants contained in this Agreement, the District and Contractor agree as follows:

1. THE CONTRACT DOCUMENTS: The complete Contract consists of the following Contract Documents, which are hereby incorporated by this reference:

Notice to Bidders
Introduction
Information to Bidders
General Conditions
Specifications (including list of sites)
Agreement
Bid Quotation Sheet
Bid Proposal Form
Addenda, if any
Non-Collusion Affidavit
Drug-Free Workplace Certification
Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion
Fingerprinting and Criminal Background Check Certification
Equal Opportunity Employment Form
Workers' Compensation Certification
Statement Regarding Insurance Coverage
Iran Contracting Act Certification

The Contract Documents shall include all modifications duly incorporated therein. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the "Contract Documents" or the "Contract."

This Agreement shall continue through acceptance by the District of all required services and final payment to Contractor. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2. ITEMS, SERVICES, MATERIALS, AND SUPPLIES: The Contractor agrees to furnish the item(s) and/or service(s) of the stated bid listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in the manner designated in, and in strict conformity with, the

Specifications, and other Contract Documents, at the price or prices hereinafter set forth for the Term of the Agreement.

3. **CONTRACT PRICE:** The DISTRICT shall pay to the CONTRACTOR as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of _____ _____DOLLARS ($_____), said sum being the total amount stipulated in the proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the DISTRICT, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the DISTRICT and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

4. PAYMENTS. Unless otherwise agreed in writing, the District will pay properly submitted Contractor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the Purchase Order.

5. TERMINATION FOR DEFAULT: If Contractor fails or neglects to deliver or perform any of the goods, articles, or service at the prices named in the Contract Documents, the District may, without further notice or demand, cancel and rescind this Contract or may purchase said goods, supplies, or services elsewhere, and hold Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of Contractor in performing any of the terms and conditions of this Contract. It is specifically agreed that time shall be of the essence of this Agreement.

6. TERMINATION FOR CONVENIENCE: The District reserves the right to terminate any contract resulting from this invitation for bids, at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be required to pay for service or goods provided or furnished to the District prior to the effective date termination.

The Contractor will have the option to terminate the contract upon written notice to the Purchasing Manager. Such notice must be received at least ninety (90) days prior to the date of termination.

7. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS: The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective services not remedied, and the District

may, in its sole discretion, apply such withheld amount or amounts to the payment of such claims.

8. EXTRA OR ADDITIONAL SPECIFICATIONS AND CHANGES: Should the District at any time during the performance of the Contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation. The estimated cost of a proposed change shall be established by hourly service rates (accounting for the cost-saving measures referenced in these bid documents), and agreed upon by the District and the Contractor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and the District provides its written consent.

9. TERM: The Term of this Agreement will begin on a date to be determined upon award by the Board through August 2, 2026 unless renewed as contemplated by the Contract Documents.

10. ATTORNEYS' FEES: If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the Contract Documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the District, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

11. CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT: While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor and is not an officer, employee or agent of the District.

12. INSURANCE, PERMITS, AND LICENSES REQUIRED OF THE CONTRACTOR: The Contractor shall maintain insurance adequate to protect him/her from claims under workers' compensation acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the Contract in amounts specified in the Information to Bidders. The Contractor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Contractor.

The Contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law. Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

13. CONDITIONAL BID: The District reserves the right to reject any bid which imposes conditions or terms on services which were not specified in the original bid document.

14. AUTHORITY TO EXECUTE: The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition, and covenant of the Contract Documents.

15. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified within this Agreement. Contractor, by execution of this Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

16. MODIFICATIONS: This Agreement may be modified only by a writing signed by both parties.

17. CONFIDENTIALITY: Contractor acknowledges that it may be necessary for the District to disclose certain confidential student or employee information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this confidential information would irreparably harm the District. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any confidential information without District's prior written permission except to the extent necessary to perform services on District's behalf.

Confidential information includes:

- the written, printed, graphic, or electronically recorded materials furnished by District for Contractor to use
- student or employee names, likenesses or individual characteristics

Upon termination of Contractor's services to District, or at District's request, Contractor shall deliver to District all materials in Contractor's possession relating to the District's business.

Contractor acknowledges that any breach or threatened breach of Section 17 of this Agreement will result in irreparable harm to the District for which damages would be an inadequate remedy. Therefore, District shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Section 17 of this Agreement. Such equitable relief shall be in addition to District's rights and remedies otherwise available at law.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date set forth above.

CONTRACTOR:

_____

By: _____

Title: _____

Date: _____

(Corporate Seal)

DISTRICT:

Victor Elementary School District

By: _____
[NAME]

Title: _____

Date: _____

Governing Board Date: _____

Item No.:_____

BID QUOTATION SHEET

Bidders shall provide the total service price for providing asphalt work to all of the District's sites, as contemplated in the Contract Documents. A list of the school sites is provided in the Specifications above. The Total Bid Price shall remain fixed and not change for the duration of the Term of the Agreement.

Scoring: District will award the Contract to the bidder with the lowest Total Bid Price for services for **all sites** designated in this bid. Sites will not be awarded on an individual basis; the (responsible, responsive) bidder with the lowest Total Bid Price for all sites will be awarded the bid for services for all sites.

TOTAL BID PRICE	_____ _____ _____ *Write total bid price including allowance in words above.***	$_____ + 10% allowance $_____ *Write total bid price including allowance numerically.***

Please ensure that both amounts match one another. If there are any discrepancies between the total bid price written in words and the total bid price written numerically, the District shall rely upon the total bid price written in **words.

The Total Bid Price specified above shall include the costs for all necessary equipment, vehicles, personnel/labor, any additional items needed to complete the services in accordance with the Schedule, and all other associated costs comprising the Total Bid Price specified in this Bid Quotation Sheet.

Alternate Options Del Rey (North Parking Lot) Discovery (Playground area only) Discovery Parking Lot	_____ _____ _____ *Write total bid price in words above.***	$_____ $_____ $_____ *Write total bid price numerically.***

BID PROPOSAL FORM

Board of Trustees
Victor Elementary School District
12219 Second Ave
Victorville, CA 92395

RE: Bid Proposal for Asphalt – West side

TO: Members of the Board of Trustees

The undersigned, doing business under the full and complete legal firm name as set forth below, having examined the Notice to Bidders, Instructions to Bidders, the General Conditions, the Specifications, the Agreement, and all other documents forming a part of the bid package for the above-referenced bid, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all services, labor, materials, and other items called by them for the prices set forth in the bid quotation sheet(s) contained in said bid package. The entire bid package is submitted, together with this Bid Proposal Form.

Name of Company _____

Legal Status _____
(i.e., sole proprietorship, partnership, corporation)

Tax I.D. Number _____
(Sole Proprietorship only)

Address _____

_____

Authorized
Representative: _____
Signature

_____
Name (print or type)

_____
Title

Date: _____
Telephone: _____
Email: _____

NON-COLLUSION AFFIDAVIT

State of California

San Bernardino County

I, _____ [insert your name], being first duly sworn, deposes and says that I am _____ [insert title] of _____ [insert name of bidding entity/company], the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has directly or indirectly colluded, conspired, connived, or agreed with any bidder of anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

_____

Signature of Corporate Office Date

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of _____
(Print Name) (Title) (Contractor Name)

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§ 8350 *et seq.*, the Drug-Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor 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 Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition.
   b. Establishing a drug-free awareness program to inform employees about all of the following: (i) the dangers of drug abuse in the workplace; (ii) Contractor's policy of maintaining a drug-free workplace; (iii) the availability of drug counseling, rehabilitation and employee-assistance programs; and (iv) 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 above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code § 8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§ 8350 *et seq.*
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§ 8350 *et seq.* and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug- Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct. Executed this _____ day of _____, 20____

at _____.
(City and State)

By: _____
(Typed or Printed Name)
Title: _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION

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 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) By_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

As the awardee under this bid, I hereby certify that the above certification remains valid as of the date of contract award.

(Corporate Seal) By_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION
(Contractor REQUIRED to complete.)

One of the boxes below **must** be checked, and an executed copy of this form must be attached to the Agreement:

☐ Contractor's employees will have no contact or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor's services under this Agreement.

☐ Contractor's employees will have contact or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement, and Contractor certifies its compliance with these provisions as follows: *"Contractor certifies that the it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent Contractors of the Contractor, who may have contact with District pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

☐ Contractor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Contractor's employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Contractor's services under this Agreement.

☐ Contractor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Contractor's employees will have contact, other than limited contact, with District pupils. Pursuant to Education Code section 45125.2, District shall ensure the safety of the pupils by at least one of the following as marked:

- ☐ The installation of a physical barrier at the worksite to limit contact with pupils.
- ☐ Continual supervision and monitoring of all Contractor's on-site employees of Contractor by an employee of Contractor, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

- ☐ Surveillance of Employees by District personnel.

Megan's Law (Sex Offenders). Contractor shall verify and continue to verify that the employees of Contractor that will be on the project site and the employees of the subcontractor(s) that will be on the project site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/).

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.

CONTRACTOR

By:_____

Name:_____

Title:_____

Date:_____

MUST BE COMPLETED BY DISTRICT'S AUTHORIZED REPRESENTATIVE:

As an authorized District official, I am familiar with the facts herein certified and am authorized to execute this certificate on behalf of the District.

DISTRICT

By:_____

Name:_____

Title:_____

Date:_____

EQUAL OPPORTUNITY EMPLOYMENT

Federal affirmative action regulations mandate that federal contractors include an equal opportunity (EO) clause in all contracts, subcontracts, and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

I/We hereby certify that we are an equal opportunity employer as defined in the Equal Opportunity Act.

(Corporate Seal)

By_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation Insurance in this state.

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

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

_____
Name of the Contractor

By:_____
Signature

_____
Print Name

_____
Title

_____
Date

(This certificate must be signed and filed with the awarding body prior to performing any work under this Agreement.)

STATEMENT REGARDING INSURANCE COVERAGE

Bidder hereby certifies that the Bidder has reviewed and understands the insurance coverage requirements specified in the bid documents. Should the Bidder be awarded the Contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of subcontractors, as applicable, and agrees to name the Victor Elementary School District and its officials, trustees, officers, agents, employees, volunteers, and representatives as additional insureds for the work specified.

_____
Name of the Bidder

By:_____
Signature

_____
Print Name

_____
Title

_____
Date

IRAN CONTRACTING ACT CERTIFICATE

Pursuant to California Public Contract Code Section 2200 *et seq.*, (the "Iran Contracting Act of 2010"), Contractor certifies that:

(1) Contractor is not identified on the list created by the California Department of General Services ("DGS") pursuant to Public Contract Code Section 2203(b) as a Person engaging in investment activities in Iran; and

(2) Contractor is not a financial institution that extends twenty million dollars ($20,000,000) or more in credit to another Person, for 45 days or more, if that Person will use the credit to provide goods or services in the energy sector in Iran and is identified on the DGS list made pursuant to Public Contract Code Section 2203(b).

As used herein, "Person" shall mean a person as defined in Public Contract Code Section 2202(e).

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Contractor to this Certification, which is made under the laws of the State of California.

_____
Name of the Contractor

By:_____
Signature

_____
Print Name

_____
Title

_____
Date

376-5/7240157.1

GENERAL CONDITIONS

Article 1. DEFINITIONS

A. Action of the Governing Board is a majority vote of a quorum at a lawful meeting.

B. Approval and Approved means written authorization by DISTRICT for specific applications within the Contract.

C. As shown, as indicated, as detailed refers to drawings accompanying this specification.

D. Contract, Agreement and Contract Documents includes all contract documents to wit: Notice Inviting Bids, Instructions to Bidders, Bid Form, Designation of Subcontractors, Performance and Payment Bonds, General Conditions, Drawings, Plans, Specifications, the Agreement and all modifications, addenda, and amendments thereto.

E. CONTRACTOR and DISTRICT are those mentioned as such in the Agreement. They are treated throughout the contract as if they are of singular number and neuter gender.

F. Locality in which the work is performed means the San Bernardino County.

G. Project is the planned undertaking as provided for in the contract documents by DISTRICT and CONTRACTOR.

H. Provide shall include “provide complete in place”, that is, “furnish & install”.

I. Safety Orders are those issued by the Division of Industrial Safety and OSHA Safety and Health Standards for construction.

J. Standards, Rules and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified.

K. Subcontractor, as used herein, includes those having direct contract with CONTRACTOR and one who furnishes material worked to a special design according to plans, drawings, and specifications for this work, but does not include one who merely furnishes material not so worked.

L. Surety is the person, firm, or corporation that executes as surety the CONTRACTOR’s Payment Bond.

M. Work of the CONTRACTOR or subcontractor includes labor or materials (including, without installation, equipment and appliances) or both, incorporated in, or to be incorporated in the construction covered by the complete Contract.

N. Workers includes laborer, worker or mechanic.

Article 2. LAWS CONCERNING THE DISTRICT A PART HEREOF

Contract is subject to all provision of the laws of California governing, controlling or affecting DISTRICT, or the property, funds operations, or powers of DISTRICT, and such provisions are by this reference made a part hereof and of the Contract.

Article 3. SITE INVESTIGATION

Before bidding on this work, CONTRACTOR shall make a careful investigation of the site and thoroughly familiarize himself with the requirements of the Contract. By the act of submitting a bid for the work included in this Contract, CONTRACTOR shall be deemed to have made such study and investigation and that CONTRACTOR is familiar with and accepts the conditions of the site.

Article 4. STATUS OF CONTRACTOR

CONTRACTOR is and shall at all times be deemed to be an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein

contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT, or any of the DISTRICT's employees or agents, and CONTRACTOR or any of CONTRACTOR's agents or
employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees. DISTRICT shall be permitted to monitor the activities to determine compliance with the terms of this Contract. CONTRACTORS and subcontractors are required by law to be licensed and regulated by the Contractors State License Board.

Article 5. CONTRACTOR'S SUPERVISION

A. The CONTRACTOR shall verify all indicated dimensions before ordering materials or equipment, or before performing work. The CONTRACTOR shall take field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to the CONTRACTOR with the contract documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the District at once. Upon commencement of any item of work, the CONTRACTOR shall be responsible for dimensions related to such item of work and shall make any corrections necessary to make work properly fit at no additional cost to DISTRICT. This responsibility for verification of dimensions is a non-delegable duty and may not be delegated to subcontractors or agents.

B. Omissions from the drawings or specifications, or the misdescription of details of work which are manifestly
necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the CONTRACTOR from performing such omitted or misdescribed work, but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

C. The CONTRACTOR must provide a Supervisor available on the work site at all times who can understand and communicate with all DISTRICT Supervisors.

Article 6. SUBCONTRACTORS

A. CONTRACTOR agrees to bind every subcontractor by terms of 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 any subcontractor and of persons either directly or indirectly employed by any subcontractor, as it is for acts and omissions of persons directly employed by CONTRACTOR. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and DISTRICT, nor shall this Contract be construed to be for the benefit of any subcontractor.

B. The CONTRACTOR shall be responsible for the coordination of the trades, subcontractors and materialmen engaged upon his work.

Article 7. DISTRICT'S INSPECTOR

If applicable, one or more Inspector(s), including special Inspectors, as required, will be employed by DISTRICT in accordance with requirements of Title 24 (previously Title 21) of the California Code of Regulations and will be assigned to the work. Duties of an Inspector are specifically defined in Section 4-342 (previously Section 42) of said Title 24. No work shall be carried on except with the knowledge and under the inspection of said Inspector(s). He shall have free access to any or all parts of work at any time. The DISTRICT will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the CONTRACTOR outside of the normal eight (8) hour day shall constitute an authorization from the CONTRACTOR to the DISTRICT to provide inspection and testing as required outside of the normal eight (8) hour day. CONTRACTOR shall reimburse DISTRICT for inspection and testing outside the normal eight-hour day or for any retests caused by the CONTRACTOR.

Article 8. ASSIGNMENT OF ANTITRUST ACTIONS

A. Pursuant to Government Code § 4551, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR or Subcontractor offers and agrees to assign to the DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgment by the parties. If the DISTRICT receives, either through

judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with § 4550) of Division 5 of Title 1 of the Government Code, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the DISTRICT any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the DISTRICT as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

B. Upon demand in writing by the assignor, the DISTRICT shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the DISTRICT has not been injured thereby or the DISTRICT declines to file a court action for the cause of action.

Article 9. OTHER CONTRACTS

A. DISTRICT reserves the right to let other contracts in connection with this work. CONTRACTOR shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate its work with theirs.

B. Nothing herein contained shall be interpreted as granting to CONTRACTOR exclusive occupancy at the Project site. CONTRACTOR shall not cause any unnecessary hindrance or delay to any other contractor working on Project. if simultaneous execution of any Contract for Project is likely to cause interference with performance of some other contract or contracts, DISTRICT shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously.

Article 10. OCCUPANCY

DISTRICT reserves the right to occupy portions of the Project at any time before completion, and such occupancy shall constitute final acceptance of that portion only to the extent that the CONTRACTOR will not be subject to performing work or repairs caused by the DISTRICT's use of the occupied areas. Such occupancy shall not extend the date specified for completion of the work. The CONTRACTOR will be required to complete punch list items documented by DISTRICT, Architect, Inspector and CONTRACTOR prior to final payment.

Article 11. DISTRICT'S RIGHT TO DO WORK

Should the CONTRACTOR, at any time during the process of construction, fail or refuse to furnish enough materials or workmen to properly execute the work, unless prohibited from so doing through the action of DISTRICT or other authorized official agencies, DISTRICT, after giving ten (10) days written notice to CONTRACTOR may, without prejudice to any other rights he may have, proceed to furnish the materials and/or workmen necessary to proceed with or complete the work, and may deduct the cost thereof, together with reasonable expenses arising from such procedure, from any amounts then due or which may thereafter become due to CONTRACTOR.

Article 12. DISTRICT'S RIGHT TO TERMINATE CONTRACT

A. **Grounds for Termination.** The CONTRACTOR may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the CONTRACTOR, a Subcontractor, their agents or employees, or any other persons performing portions of the Work for whom the CONTRACTOR is contractually responsible, for only the following reasons:

(1) Issuance of an order of a court or other public authority having jurisdiction; or

(2) An act of government, such as a declaration of national emergency.

B. **Notice of Termination.** If one of the above reasons exists, the CONTRACTOR may, upon written notice of seven (7) additional days to the DISTRICT, terminate the Contract and recover from the DISTRICT payment for Work executed and for reasonable costs verified by the District with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages.

Article 13. TERMINATION BY THE DISTRICT FOR CAUSE

A. **Grounds for Termination.** The DISTRICT may terminate the Contract if the CONTRACTOR:

(1) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
(2) Persistently or repeatedly is absent, without excuse, from the job site;
(3) Fails to make payment to Subcontractors;
(4) Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or
(5) Otherwise is in material breach of a provision of the Contract Documents.

B. **Notification of Termination.** When any of the above reasons exist, the DISTRICT may, without prejudice to any other rights or remedies of the DISTRICT and after giving the CONTRACTOR and the CONTRACTOR's surety, if any, written notice of seven (7) days, terminate the Contract and may, subject to any prior rights of the surety:

(1) Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR;
(2) Accept assignment of Subcontracts; and
(3) Complete the Work by any reasonable method the DISTRICT may deem expedient.

C. **Payments Withheld.** If the DISTRICT terminates the Contract for one of the reasons stated in Article 13.A, the CONTRACTOR shall not be entitled to receive further payment.

D. **Payments Upon Completion.** If the unpaid balance of the Contract Sum exceeds costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the CONTRACTOR. If such costs exceed the unpaid balance, the CONTRACTOR shall pay the difference to the DISTRICT. The amount to be paid to the CONTRACTOR, or DISTRICT, as the case may be, shall be certified by the District upon application. This payment obligation shall survive completion of the Contract.

Article 14. TERMINATION OF CONTRACT BY DISTRICT (CONTRACTOR NOT AT FAULT)

DISTRICT may terminate the Contract upon fifteen (15) calendar days of written notice to the CONTRACTOR, if it is found that reasons beyond the control of either the DISTRICT or CONTRACTOR make it impossible or against the DISTRICT's interest to complete the work. In such a case, the CONTRACTOR shall have no claims against the DISTRICT except: (1) the actual cost for labor, materials, and services performed which may be documented through timesheets, invoices, receipts, or otherwise, and (2) ten percent (10%) profit and overhead, and (3) five percent (5%) termination cost of the total of items (1) and (2).

Article 15. PAYMENT BOND

A. **Bond Requirements.** Prior to commencing any portion of the Work, the CONTRACTOR shall furnish a payment and performance bond for its portion of the Work which shall cover 100% faithful payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the CONTRACTOR shall, upon request of the DISTRICT, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the DISTRICT. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the CONTRACTOR will release the surety. If the CONTRACTOR fails to furnish the required bonds, the DISTRICT may terminate the Contract for cause.

B. **Surety Qualifications.** Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

C. **Alternate Surety Qualifications.** If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the DISTRICT.

Article 16. DRAWINGS AND SPECIFICATIONS

A. Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

B. Materials or work described in words which so applied has a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

C. It is not the intention of the Contract to go into detailed descriptions of any materials and/or methods commonly known to the trade under the "trade name" or "trade term." The mere mention or notation of such "trade name" or "trade term" shall be considered a sufficient notice to CONTRACTOR that it will be required to complete the work so named with all its appurtenances according to the best practices of the trade.

D. The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor therefor, as per best practices of the trade(s) involved, unless specifically noted otherwise.

E. Figured dimensions on drawings shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Large-scale details shall take precedence over smaller scale drawings as to shape and details of construction. Specifications shall govern as to materials, workmanship, and installations procedures. Drawings and specifications are intended to be fully cooperative and to agree. However, if CONTRACTOR observes that drawings and specifications are in conflict, CONTRACTOR shall promptly notify the DISTRICT in writing, and any necessary changes shall be effected. The specification calling for the higher quality material or workmanship shall prevail.

F. Specifications and accompanying drawings are intended to delineate and describe the Project and its component parts to such a degree as to enable skilled and competent contractors to intelligently bid upon the work, and to carry said work to a successful conclusion.

G. Drawings and specifications are intended to comply with all laws, ordinances, rules, and regulations of constituted authorities having jurisdiction, and where referred to in the contract documents, said laws, ordinances, rules, and regulations shall be considered as a part of said Contract within the limits specified. The CONTRACTOR shall bear all expenses of correcting work done contrary to said laws, ordinances, rules, and regulations if the CONTRACTOR knew or should have known that the work as performed is contrary to said laws, ordinances, rules, and regulations and if the CONTRACTOR (1) performed same without first consulting DISTRICT for further instructions regarding said work or (2) disregarded DISTRICT's instructions regarding said work.

H. Questions regarding interpretation of drawings and specifications shall be clarified by DISTRICT. Should the CONTRACTOR commence work or any part thereof without seeking clarification, CONTRACTOR waives any claim for extra work or damages as a result of any ambiguity, conflict, or lack of information.

I. CONTRACTOR will be furnished, free of charge, bid sets of permitted documents and specifications. CONTRACTOR is to provide reproducible drawings and all additional copies which it requires for his operations at its own expense. It shall maintain an accurate record of all copies made and shall return or otherwise account for all copies at the end of the Project.

Article 17. OWNERSHIP OF DRAWINGS

Pursuant to Education Code section 17316, all plans, drawings, designs, specifications, and other incidental architectural and engineering work or materials and other contract documents and copies thereof furnished by DISTRICT are its property. They are not to be used in other work and, with the exception of signed sets of the Contract, are to be returned to the DISTRICT on request at completion of work.

Article 18. DETAIL DRAWINGS AND INSTRUCTIONS

A. In case of ambiguity, conflict, or lack of information, DISTRICT shall furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for proper execution of work. All such drawings and instructions shall be consistent with contract documents, true developments thereof, and reasonably inferable therefrom.

B. Work shall be executed in conformity therewith and CONTRACTOR shall do no work without proper drawings and instructions.

C. The District will furnish necessary details to more fully explain the work, which details shall be considered as part of the contract documents.

D. Should any details require work and costs beyond those which reasonably should have been included in the contract, CONTRACTOR shall give written notice thereof to the DISTRICT within ten (10) working days of the receipt of same. In case no notice is given to the DISTRICT within ten (10) working days, it will be assumed the details are reasonable development of the scale drawings. In case notice is given, then the claim will be considered and, if found justified, the DISTRICT or Architect will either modify the drawings or shall recommend to DISTRICT a change order for the extra work involved.

E. All parts of the described and shown construction shall be of the quality of their respective kinds shown in the Plans or as specified, and the CONTRACTOR is hereby advised to use all diligence to become fully informed as to the required construction and finish, and in no case to proceed with the different parts of the work without first obtaining from the District some directions and/or drawings as may be necessary for the proper performance of the work.

F. If it is found at any time, before or after completion of the work, that the CONTRACTOR has varied from the drawings and/or specifications, in materials, quality, form, or finish, or in the amount or value of the materials and labor used, the DISTRICT shall issue an order to CONTRACTOR: (1) that all such improper work should be removed, remade, and replaced, and all work disturbed by these changes be made good at the CONTRACTOR's expense; or (2) that the DISTRICT deduct from any amount due CONTRACTOR, the sum of money equivalent to the difference in value between the work performed and that called for by the drawings and specifications. DISTRICT shall in its sole discretion determine such difference in value. The DISTRICT, at its option, may pursue either course.

Article 19. STATE AUDIT

Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records, and files of DISTRICT, CONTRACTOR, or any subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of ten thousand dollars ($10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after final payment is made under this Contract. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.

Article 20. MATERIALS AND WORK

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

B. Unless otherwise specified, all materials shall be new and shall be of the respective kinds and grades as noted or specified.

C. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as required. CONTRACTOR shall be entirely responsible for damages or loss by weather or other causes to materials or work under this Contract.

D. CONTRACTOR shall, after award of Contract by DISTRICT, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the work. CONTRACTOR shall, upon demand from the DISTRICT, furnish to the DISTRICT documentary evidence showing that orders have been placed.

E. No material, supplies, or equipment for work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. CONTRACTOR warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon completion of all work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by it, to DISTRICT free from any claims, liens, or charges. CONTRACTOR further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Contract shall have any right to place a lien upon the premises or any improvement or appurtenance thereof, except that CONTRACTOR may install metering devices or other equipment of a utility company or political subdivision, title to which is commonly retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, CONTRACTOR shall advise DISTRICT as to its owner.

F. For all material and equipment specified or indicated in the Drawings, the CONTRACTOR shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems. Incidental items not indicated on the Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized here in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.

Article 21. OBTAINING OF PERMITS, LICENSES AND EASEMENTS

Permits, licenses, and certificates necessary for prosecution of work shall be secured and paid for by CONTRACTOR, unless otherwise specified. All such permits, licenses, and certificates shall be delivered to DISTRICT before demand is made for the certificates of final payment. CONTRACTOR shall, and shall require subcontractors to, maintain CONTRACTOR’s licenses in effect as required by law.

Article 22. ACCESS TO WORK

DISTRICT and its representatives shall at all times have access to work wherever it is in preparation or progress. CONTRACTOR shall provide safe and proper facilities for such access so that DISTRICT’s representatives may perform their functions.

Article 23. SANITARY FACILITIES

If applicable, CONTRACTOR shall provide sanitary temporary facilities in no fewer numbers than required by law.

Article 24. CLEANING UP

CONTRACTOR at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by the work. CONTRACTOR shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises. Upon completion of work, CONTRACTOR shall clean interior and exterior of building, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration; CONTRACTOR shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking, sanitary facilities and similar temporary facilities from site. If CONTRACTOR fails to clean up, DISTRICT may do so and the cost thereof shall be charged to CONTRACTOR.

Article 25. GUARANTEE

A. In addition to guarantees required elsewhere, CONTRACTOR shall, and hereby does guarantee all work furnished on the job against all defects for a period of one year after date of acceptance of work by DISTRICT and shall repair or replace any and all such work, together with any other work, which may be displaced in so doing that may prove defective in workmanship and/or materials within one year period from date of acceptance without expense whatsoever to DISTRICT, ordinary wear and tear, unusual abuse or neglect excepted. DISTRICT will give notice of observed defects to CONTRACTOR and Surety with reasonable promptness. CONTRACTOR shall notify DISTRICT upon completion of such repairs or replacement.

B. CONTRACTOR warrants that the Work (which includes any equipment furnished by CONTRACTOR as a part of the materials) shall: (a) Be free from defects in workmanship and material; (b) Be free from defects in any design performed by CONTRACTOR; (c) Be new, and conform and perform to the requirements stated in the Specifications, and

where detail requirements are not so stated, shall conform to applicable industry standards; and (d) Be suitable for the use stated in the Specifications.

C. The warranty period for discovery of defective work shall commence on the date stamped on the Notice of Completion verifying County registration and continue for the period set forth in the Specifications or for one year if not so specified. If, during the warranty period, the Work is not available for use due to defective work, such time of unavailability shall not be counted as part of the warranty period. The warranty period for corrected defective work shall continue for a duration equivalent to the original warranty period.

Article 26. DUTY TO PROVIDE FIT WORKERS

A. CONTRACTOR and Subcontractors shall at all times enforce strict discipline and good order among their employees and shall not employ on work any person not skilled in the work assigned to such person. It shall be the responsibility of CONTRACTOR to insure compliance with this article.

B. Any person in the employ of the CONTRACTOR or subcontractors whom DISTRICT may deem unfit shall be excluded from the work site and shall not again be employed on it except with written consent of DISTRICT. As used in this subsection, "unfit" means any person who the DISTRICT concludes is either not, or improperly, skilled for the task assigned to that person, who fails to comply with the requirements of this article, or who creates safety hazards that jeopardize other persons and/or property.

C. CONTRACTOR shall take all reasonable steps necessary to insure that any employees of CONTRACTOR or any of its subcontractors employees do not use, consume, or work under the influence of any alcohol or illegal drugs while on the Project. CONTRACTOR shall further prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the Project. Likewise, CONTRACTOR shall preclude any of its employees or subcontractor's employees from bringing any animal onto the Project.

Article 27. FINGERPRINTING

If applicable, CONTRACTOR shall comply with all provisions of either Education Code Section 45125.1 or 45125.2. Pursuant to Education Code Section 45125.1, CONTRACTOR shall conduct criminal background checks of all employees of CONTRACTOR assigned to the DISTRICT, and shall certify that no employees who have been

convicted of serious or violent felonies, as specified in Education Code Section 45125.1, will have contact with pupils, by utilizing the attached certification. As part of such certification, CONTRACTOR must provide the DISTRICT with a list of all employees providing services pursuant to this Agreement, and designate which sites such employees will be assigned. In performing the services set forth in this Agreement, CONTRACTOR shall not utilize any employees who are not included on the above-referenced list. At DISTRICT's sole discretion, DISTRICT may make a finding, as authorized under Education Code section 45125.1, that CONTRACTOR's employees will have only "limited contact" with pupils. CONTRACTOR's failure to comply with this law shall be considered a material breach of this Agreement upon where this Agreement may be terminated, at DISTRICT's sole discretion, without any further compensation to CONTRACTOR.

Pursuant to section 45125.2 CONTRACTOR shall ensure the safety of pupils by the installation of a physical barrier at the worksite and by continual supervision and monitoring of all these employees by an employee of CONTRACTOR whom the Department of Justice has ascertained has not been convicted of a serious or violent felony, as defined in Education Code section 45125.2 (c).

Article 28. WAGE RATES, TRAVEL AND SUBSISTENCE

A. Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the governing body of DISTRICT has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute this Contract from the Director of the Department of Industrial Relations (hereinafter, in this article "Director"). These rates are on file with the Director of Purchasing of DISTRICT and copies will be made available to any interested party on request. CONTRACTOR shall post a copy of such wage rates at the job site.

B. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified. Holidays shall be as defined in the Collective Bargaining Agreement applicable to each particular craft, classification or type of worker employed under Contract.

C. As this is a public works project, CONTRACTOR shall pay and shall cause to be paid each worker engaged in work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between CONTRACTOR or any subcontractor and such workers.

D. CONTRACTOR shall pay and shall cause to be paid to each worker needed to execute the work on the Project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations.

E. If during the period this bid is required to remain open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which the work under Contract is to be performed, such change shall not alter the wage rates in the Notice to CONTRACTORS or the Contract subsequently awarded.

F. Pursuant to Labor Code Section 1775, CONTRACTOR shall as a penalty to DISTRICT, forfeit two-hundred dollars ($200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the Director, for such work or craft in which such worker is employed for any public work done under Contract by CONTRACTOR or by any subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by CONTRACTOR.

G. Any worker employed to perform work on the Project, which work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director shall be paid not less than the minimum rate of wages specified therein 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.

H. 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.

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

Article 29. HOURS OF WORK

A. As provided in Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal days work. The time of service of any worker employed at any time by CONTRACTOR or by any subcontractor on any subcontract under this Contract upon the work or upon any part of the work contemplated by this Contract shall be limited and restricted by CONTRACTOR to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of CONTRACTOR in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1 ½) times the basic rate of pay.

B. CONTRACTOR shall keep and shall cause each subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the work or any part of the work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of DISTRICT and to the Division of Labor Standards Enforcement, Department of Industrial Relations of the State of California.

C. Pursuant to Labor Code Section 1813, CONTRACTOR shall pay to the DISTRICT a penalty of twenty-five dollars ($25.00) for each worker employed in the execution of this Contract by CONTRACTOR or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

D. Any work necessary to be performed after regular working hours, or other holidays shall be performed without additional expense to the DISTRICT.

Article 30. TIME CONSTRAINTS WHILE CHILDREN ARE IN SCHOOL

Work at the school sites must be done while students are not in the classrooms. The District will provide to the CONTRACTOR a schedule of when students will not be in the classrooms.

Article 31. PAYROLL RECORDS

A. Pursuant to the provisions of Section 1776 of the Labor Code, CONTRACTOR shall keep and shall cause each subcontractor performing any portion of the work under this Contract to keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR in connection with the work.

B. The payroll enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of 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/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 DISTRICT, Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the

public shall be made through either the body awarding Contract, Division of Apprenticeship Standards, or the division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph 2 above, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by 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 CONTRACTOR.

(4) The form of certification shall be as follows:

I, _____(Name-print), the undersigned, am_____ (position in business) with the authority to act or and on behalf of _____(Name of business and/or contractor), certify under penalty of perjury that the records or copies thereof submitted and consisting of_____ (description, number of pages) are the originals or true, full and correct copies of the originals which depict the payroll record(s) of the actual disbursements by way of cash, check or whatever form to the individual or individuals named.
Date_____Signature_____

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

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

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

F. In the event of noncompliance with the requirements of this section, CONTRACTOR shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects CONTRACTOR must comply with this section. Should noncompliance still be evident after the ten (10) day period, CONTRACTOR shall, as a penalty to DISTRICT, forfeit one-hundred dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

G. It shall be the responsibility of CONTRACTOR to ensure compliance with the provisions of Labor Code section 1776.

Article 32. LABOR - FIRST AID

The CONTRACTOR shall maintain emergency first aid treatment for CONTRACTOR's workers on the Project which complies with current Occupational Safety and Health Administration regulations.

Article 33. PROTECTION OF PERSONS AND PROPERTY

A. The CONTRACTOR shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and 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, with the exception of damage to the work caused by "acts of God". CONTRACTOR's liability for any injury or damage proximately caused by any "act of God" shall be limited to five percent (5%) of the Contract price.

B. CONTRACTOR shall take, and require subcontractor to take, all necessary precautions for safety of workers on the work and shall comply with all applicable federal, state, local and other safety laws, standards, orders,

rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, CONTRACTOR shall furnish, erect and properly maintain at all times, as directed by DISTRICT or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. CONTRACTOR shall designate a responsible member of its organization on the work, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. Name and position of person so designated shall be reported to DISTRICT by CONTRACTOR. CONTRACTOR shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.

C. In an emergency affecting safety of life, of work, or of adjoining property, CONTRACTOR, without special instruction or authorization from DISTRICT, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and CONTRACTOR shall so act if so authorized or instructed by Architect or DISTRICT. DISTRICT will not hold CONTRACTOR liable for damages proximately caused by CONTRACTOR's actions if such actions were reasonably necessary to prevent loss of life or injury to person or damage to work or adjoining property. Any compensation claimed by CONTRACTOR on account of emergency work shall be determined by agreement.

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

E. CONTRACTOR shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair work shall be obtained and paid for by CONTRACTOR.

F. CONTRACTOR shall (unless waived by the DISTRICT in writing):

(1) When performing new construction on existing sites, become informed and take into specific account the maturity of the students on the site; and perform work which may interfere with school routine before or after school hours, enclose working area with a substantial barricade, and arrange work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities. The CONTRACTOR shall comply with specifications and directives of the DISTRICT regarding the timing of certain construction activities in order to avoid unnecessary interference with school functioning.

(2) Provide substantial barricades around any shrubs or trees indicated to be preserved.

(3) Deliver materials to building area over route designated by Architect of DISTRICT.

(4) Take preventive measures to eliminate objectionable dust.

(5) Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits or directions of DISTRICT and shall not interfere with the work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of DISTRICT regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on construction site.

(6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer and all maps and records required shall be filed with county and local authorities, at no cost to the DISTRICT. All filing and plan check fees shall be paid by CONTRACTOR.

Article 34. NON-DISCRIMINATION

In the performance of the terms of this Contract, CONTRACTOR agrees that it will not engage in nor permit such subcontractor as it may employ to engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

Article 35. CONTRACTOR CLAIMS

If CONTRACTOR shall claim compensation for any damage sustained by reason of the acts of DISTRICT or its agents, CONTRACTOR shall, within five (5) days after sustaining of such damage, make to District a written statement of the damage sustained. On or before the fifteenth (15th) day of the month succeeding that in which such damage shall have been sustained CONTRACTOR shall file with DISTRICT an itemized statement of the details and amount of such damage, and unless such statement shall be made as thus required, CONTRACTOR's claims for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage.

Article 36. DISPUTES - DISTRICT'S DECISIONS

A. District shall within a reasonable time, make decisions on all claims of DISTRICT or CONTRACTOR and on all other matters relating to the execution and progress of the work. The decisions of District shall not be binding, but shall be advisory only.

B. In the event of a dispute between the parties as to performance of the work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONTRACTOR agrees it will neither rescind the Contract nor stop the progress of the work. If determination by the court of the State of California, in the applicable County, having competent jurisdiction of the dispute, is required, such action will occur after the Project has been completed, and not before.

C. Notwithstanding any other language in the Contract Documents, claims between the District and the
Contractor shall be resolved in accordance with the procedures established at Public Contract Code § 9204. "Claims" are defined for this section, pursuant to Public Contract Code § 9204, as a separate demand by the Contractor for one of the following: a time extension for relief from penalties for delay; payment of money or damages arising from Work done; or payment of an amount disputed by the District.

Upon receiving a claim sent by registered or certified mail, the District must review and provide a written response within forty-five (45) days that identifies the disputed and undisputed portions of the claim. The forty-five (45) day period to respond may be extended by mutual agreement. The claim is deemed rejected in its entirety if the District does not issue a response. Any payment due on an undisputed portion of the claim must be processed within sixty (60) days after the District's response. If a claimant disputes the District's response or lack thereof, the claimant may demand to meet and confer for settlement of the issues in dispute. Any portion of a claim that remains in dispute after a meet and confer conference will be subject to nonbinding mediation process, as described in Public Contract Code § 9204. Undisputed and unpaid claims accrue interest at 7% per annum. A subcontractor or lower tier subcontractor may make a claim to the District through the Contractor, as specified in Public Contract Code § 9204. However, the procedures in this section shall not supersede the requirements of the contract documents with respect to the Contractor's notification to the District of such claim or extend the time for the giving of such notice as provided in the contract documents."

Article 37. COMPLETION

The work may only be accepted as complete by action of the DISTRICT's governing board.

Article 38. ADJUSTMENTS TO CONTRACT PRICE

A. If CONTRACTOR defaults or neglects to carry out the work in accordance with the contract documents or fails to perform any provision thereof, DISTRICT may, after ten (10) days written notice to CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiencies.

B. DISTRICT shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If DISTRICT deems it inexpedient to correct work injured or not done in accordance with Contract provisions, an equitable reduction in Contract price shall be made therefore.

Article 39. CORRECTION OF WORK

A. Should it be considered necessary or advisable by DISTRICT at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out the same, the CONTRACTOR shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to fault of the CONTRACTOR or his subcontractor, he shall defray all expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and material necessarily involved in the examination and replacement shall be allowed the CONTRACTOR.

B. CONTRACTOR shall promptly remove from premises all work identified by DISTRICT as failing to conform to Contract, whether incorporated or not. CONTRACTOR shall promptly replace and re-execute its own work to comply with entrant documents without additional expense to DISTRICT and shall bear the expense of making good all work of other CONTRACTORS destroyed or damaged by such removal or replacement.

C. If CONTRACTOR does not remove such work within a reasonable time, fixed by written notice, DISTRICT may remove it and may store the material at CONTRACTOR's expense. If CONTRACTOR does not pay expenses of such removal within ten (10) days' time thereafter, DISTRICT may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by CONTRACTOR.

Article 40. EXTENSION OF TIME - LIQUIDATED DAMAGES

A. THE CONTRACTOR AND DISTRICT HEREBY AGREE THAT THE EXACT AMOUNT OF DAMAGES FOR FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED IS EXTREMELY DIFFICULT OR IMPOSSIBLE TO DETERMINE.

It is expressly understood that time is of the essence and that the Contractor must complete the Project within the time specified in the Agreement. CONTRACTOR shall be assessed the sum of One Hundred Dollars ($100.00) per day as liquidated damages for each and every day the work required under this contract remains unfinished past the time for completion, as set forth in the Agreement, and any extensions of time granted by the DISTRICT to the CONTRACTOR under the terms of the contract documents and pursuant to Section 53069.85 of the Government Code. For purposes of this article, the work shall be considered "complete" only after DISTRICT's governing board, at its next regularly scheduled meeting, accepts the work.

B. CONTRACTOR shall not be charged for liquidated damages, as set forth above, because of any delays in completion of work which are not the fault or negligence of CONTRACTOR, including but not restricted to: acts of God, acts of public enemy, acts of Government, fires, floods, epidemics and quarantine restrictions. CONTRACTOR shall, within ten (10) calendar days of beginning of any such delay (unless DISTRICT grants in writing a further period of time to file such notice prior to date of final settlement of the Contract), notify DISTRICT in writing of causes of delay; thereupon DISTRICT shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. The DISTRICT's finding of fact thereon shall be final and conclusive on the parties hereto. Extensions of time shall apply only to that portion of work affected by delay, and shall not apply to other portions of work not so affected.

Article 41. PAYMENTS

A. Payments will be made per District Site, if applicable. As each DISTRICT Site is completed, contractor shall invoice an amount equal to ninety percent (90%) of the Contract total for that site to the DISTRICT'S Business Office. The invoice shall be paid after the DISTRICT'S Maintenance Supervisor approves the invoice. Work

completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release CONTRACTOR or surety from any damages arising from such work or from enforcing each and every provision of this Contract, and DISTRICT shall have the right subsequently to correct any error made in any estimate for payment. CONTRACTOR shall not be entitled to have any payment estimates processed or be entitled to have any payment for work performed so long as any lawful or proper direction concerning work, or any portion thereof, given by DISTRICT shall remain uncompiled with.

B. Before payment is made hereunder, the DISTRICT will review the request for progress payment with DISTRICT and Inspector for verification that the work for which payment is requested has been performed in accordance with the Terms of the Contract.

C. Maintenance Supervisor shall sign the request for payment as verification that the work has been performed. It is understood that signature of the Maintenance Supervisor shall not be conclusive upon DISTRICT, but merely advisory.

D. Prior to final payment, CONTRACTOR and each SUBCONTRACTOR shall certify that the Project does not contain any asbestos containing materials.

E. After completion of the Work, CONTRACTOR shall make a demand for final payment. The demand for final payment shall identify all disputed and undisputed amounts due under the Contract and, all claims for compensation under or arising out of this Contract. The CONTRACTOR's negotiation of the payment of the final amount shall constitute a waiver of all amounts due under the Contract and all claims against DISTRICT under or arising out of this Contract except those identified by CONTRACTOR in writing, and unsettled before CONTRACTOR's negotiation of final payment. The final payment, if unencumbered, shall be made thirty-five (35) calendar days after recordation of the Notice of Completion by the County Registrar. Acceptance will be made only by action of DISTRICT's governing board.

F. No payment by DISTRICT hereunder shall be interpreted so as to imply that DISTRICT has inspected, approved, or accepted any part of the Work.

Article 42. PAYMENTS WITHHELD

A. In addition to amounts which DISTRICT may retain under the Article entitled "PAYMENTS," DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to CONTRACTOR, as in its judgment may be necessary to cover:

(1) Payments which may be past due and payable for just claims against CONTRACTOR or any subcontractors, or against and about the performance of work on the Project under this Contract;

(2) The cost of defective work that CONTRACTOR has not remedied;

(3) Liquidated damages assessed against CONTRACTOR;

(4) Penalties for violation of labor laws;

(5) The cost of materials ordered by the DISTRICT pursuant to the Article entitled "MATERIALS AND WORK";

(6) The cost of completion of this Contract if there exists a reasonable doubt that this Contract can be completed for the balance then unpaid to CONTRACTOR;

(7) Site clean-up as provided in Article entitled "CLEANING UP";

(8) Amount necessary to satisfy any and all liens against DISTRICT. CONTRACTOR shall provide release of all liens prior to final payment;

(9) Damages to another contractor;

(10) Payments to indemnify, defend, or hold harmless the DISTRICT; and

(11) Any payments due to the DISTRICT including but not limited to payments for failed tests, utilities or imperfections.

B. If the CONTRACTOR, at its own expense, removes the reason for withholding, then payment shall be made for amount withheld.

C. DISTRICT may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, DISTRICT shall make such payments on behalf of CONTRACTOR. If any payment is so made by DISTRICT, then such amount shall be considered as a payment made under Contract by DISTRICT to CONTRACTOR and DISTRICT shall not be liable to CONTRACTOR for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligation. DISTRICT will render CONTRACTOR an accounting of such funds disbursed on behalf of CONTRACTOR.

D. As an alternative to payment of such claims or obligations, DISTRICT, in its sole discretion, may reduce the total Contract price as provided in the Article entitled "ADJUSTMENTS TO CONTRACT PRICE."

E. Payment by the DISTRICT shall be without prejudice to any other action by the DISTRICT to recover damages.

Article 43. EXCISE TAXES

If under Federal Excise Tax Law any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, DISTRICT, upon request, will execute documents necessary to show (1) that DISTRICT is a political subdivision of the State for the purposes of such exemption and (2) that the sale is for the exclusive use of DISTRICT. No Federal Excise Tax for such materials shall be included in any bid price.

Article 44. TAXES

Bid price is to include any and all applicable sales taxes or other taxes that may be due in accordance with Section 7051 of the Revenue and Taxation Code; Regulation 1521 of the State Board of Equalization or any other tax codes that may be applicable.

Article 45. NO ASSIGNMENT

CONTRACTOR shall not assign this Contract or any part thereof.

Article 46. NOTICE AND SERVICE THEREOF

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

A. If notice is given to DISTRICT, by personal delivery thereof to DISTRICT or by depositing same in United States mail, enclosed in a sealed envelope addressed to DISTRICT, and sent by registered or certified mail with postage prepaid;

B. If notice is given to CONTRACTOR by personal delivery thereof to said CONTRACTOR or to CONTRACTOR's superintendent at site of Project, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said CONTRACTOR at its regular place of business or at such address as may have been established for the conduct of work under this Contract, and sent by registered or certified mail with postage prepaid;

C. If notice is given to surety or other person by personal delivery to such surety or other person or by depositing same in United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by surety or other person to party giving notice,

and sent by registered or certified mail with postage prepaid.

Article 47. NO WAIVER

The failure of DISTRICT in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

Article 48. HAZARDOUS MATERIALS

In the event the CONTRACTOR encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the CONTRACTOR shall immediately stop work in the area affected and report the condition to the DISTRICT in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the DISTRICT and CONTRACTOR if in fact 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, by written agreement of the DISTRICT and CONTRACTOR, or in accordance with final determination by DISTRICT.

Article 49. OWNER'S RIGHT TO CARRY OUT THE WORK

If CONTRACTOR defaults or neglects to carry out the work in accordance with the contract documents or fails to perform any provision of this Contract, the owner may, after ten (10) calendar days' written notice to CONTRACTOR and
without prejudice to any other remedy he may have, made good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due CONTRACTOR the cost of correcting such deficiencies,
including the cost of the Architect's additional service made necessary by such default, neglect or failure. If the payments then or thereafter due CONTRACTOR are not sufficient to cover such amount, then CONTRACTOR shall pay the difference to the DISTRICT within ten (10) calendar days.

Article 50. INDEMNIFICATION

A. The CONTRACTOR shall indemnify and hold harmless the DISTRICT, the DISTRICT's officers, agents, and employees, consultants and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

(1) Liability for (a) death or bodily injury to persons; (b) damage or injury to, loss (including theft), or loss of use of, any property; (c) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (d) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the DISTRICT.

(2) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including DISTRICT, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the DISTRICT.

(3) Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/sureties, including, but not limited to, any stop notice actions.

B. CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

Article 51. NON-UTILIZATION OF ASBESTOS MATERIAL.

NO ASBESTOS OR ASBESTOS-CONTAINING PRODUCTS SHALL BE USED IN THIS CONSTRUCTION OR IN ANY TOOLS, DEVICES, CLOTHING, OR EQUIPMENT USED TO EFFECT THIS CONSTRUCTION.

Asbestos and/or asbestos-containing products shall be defined as all items containing, but not limited to, chrysolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (1%) asbestos shall be defined as asbestos-containing material. All work or materials found to contain asbestos or work or material installed with asbestos-containing equipment will be immediately rejected and this work will be removed at no additional cost to the DISTRICT.

Article 52. LIEN RELEASES

CONTRACTOR shall, at its own cost, defend, indemnify and hold harmless the DISTRICT, its officers, agents, employees, assigns, and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including attorney's fees and expenses, or any of them, arising from or attributable to a lien or stop notice filed and/or severed in connection with the work.

Article 53. LABOR COMPLIANCE PROGRAM

A. CONTRACTOR and Subcontractors shall not 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). This requirement shall apply to any contract for public work awarded on or after April 1, 2015. DISTRICT may not accept a bid or enter into a contract for a public works project with an unregistered contractor.

B. Pursuant to Labor Code section 1771.4, this Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR and each 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, CONTRACTOR shall be required to post job site notices regarding the requirements of this paragraph, as prescribed by regulation. For all new public works projects awarded on or after April 1, 2015, 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. This requirement shall apply to all projects, whether new or ongoing, on or after January 1, 2016.

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.

D. CONTRACTOR shall facilitate DISTRICT's filing of PWC-100 with the Department of Industrial Relations within five (5) days of the award, pursuant to Labor Code section 1773.3.

BID BOND

_____(hereafter called "Principal"),

_____(hereafter called "Surety"), are hereby held and firmly bound

unto the Victor Elementary School District (hereafter called "Owner") in the sum of

_____DOLLARS ($_____) being not less than ten percent (10%) of the Total Bid Price, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____day of _____, 20 _____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid,

attached hereto and hereby made a part hereof, to enter into a contract in writing for the **Bid 26-009 Asphalt – West Side**

NOW, THEREFORE,

a. If said Bid is rejected, or
b. If said Bid is accepted and the Principal executes and delivers a contract or the attached Agreement form within five (5) days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

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

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

PRINCIPAL: _____

_____

ATTEST: (if individual, two witnesses are required)

By:_____ By:_____

Title:_____ Title:_____

ATTEST: (if corporation)

By:_____

Title:_____

(Corporate Seal)

SURETY: _____

_____

ATTEST: (if individual, two witnesses are required)

By:_____ By:_____

Title:_____ Title:_____

(Corporate Seal)

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

_____

_____

_____

(Name and Address of agent or representative for service of process in California if different from above)

_____

_____

_____

(Telephone Number of Surety and agent or representative for service of process in California).

_____

_____

DESIGNATION OF SUBCONTRACTORS

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

If a prime contractor fails to specify a subcontractor, or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent (0.5%) of the prime contractor's total bid, the CONTRACTOR shall be deemed to have agreed that the CONTRACTOR is fully qualified to perform that portion, and that the CONTRACTOR alone shall perform that portion.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the 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 (0.5%) of the prime contractor's total bid where 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 (0.5%) of the prime contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

NOTE: 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 such alternate.

DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Number

DATED:_____ _____

Proper Name of Bidder

By: _____

_____

_____

(Signature of Bidder)

Address: _____

_____

_____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, Victor Elementary School District (hereinafter referred to as "District") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for **Bid # 26-009 Asphalt – West Side** (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by the Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of the Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District **in the sum of _____ DOLLARS, ($_____), the sum being not less than one hundred percent (100%)** of the total amount of the Contract, for which amount well and truly to be made**, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.**

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in the Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the guarantee obligation shall hold good for a period of one (1) year after the acceptance of the work by the District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The Obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees **including reasonable attorney's fees**, incurred by District in enforcing such obligation.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the District to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the District, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

_____

CONTRACTOR/PRINCIPAL

_____
Name

By _____

SURETY:

By:_____
Attorney-In-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

The rate of premium on this bond is _____ per thousand. The total amount of premium charges,

$_____.

(The above must be filled in by corporate attorney.)

_____

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

Insert California All-Purpose Acknowledgment Notary Form

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Victor Elementary School District (hereinafter designated as the "District"), by action taken or a resolution passed _____, 20_____ has awarded to _____ hereinafter designated as the "Principal", a contract for the work described as follows: **Bid # 26-009, Asphalt – West Side** (the "Work"); and

WHEREAS, Principal is required **by Division 4, Part 6, Title 3, Chapter 5, (commencing at Section 9550) of the California Civil Code** to furnish a bond in connection with the contract described above; providing that if Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due underthe **Unemployment Insurance Code Section 13020**, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the District in the penal **sum of _____ Dollars ($_____)** lawful money of the United States of America, for the payment of which sum well and truly to be made, **we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.**

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns**, shall fail to pay any of the persons named in Section 9100 of the Civil Code**, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, **or amounts due under the Unemployment Insurance Code Section 13020** with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, **including reasonable attorney's fees**, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to; or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted

rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Sections 2819 and 2845 of the Civil Code.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ 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 of Principal,
If corporation)

_____
Principal (Property Name of Contractor)

By

_____

(Signature of Contractor)

(Seal of Surety)

_____

Surety

By

_____

Attorney in Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

Insert California All-Purpose Acknowledgment Notary Form

ASPHALT, SEAL COAT, STRIPING
SCOPE OF WORK / SPECIFICATIONS

1. HOT RUBBERIZED CRACKFILL / ASPHALT PATCH

a. Project to include crack fill and crack repair as specified on the site maps.

b. As highlighted on the maps, some areas require removal & replacement or grinding & overlay. Grind out 1" of asphalt, install tack coat, overlay with 1"-2" of asphalt as required.

c. Cracks 1/8" to 3/4" wide- clean and filled with a hot rubberized crack fill material. Rubberized crack filling requires that all existing crack faces are clean of dirt, debris, and vegetation. All moisture must be removed from all existing cracks prior to filling. Apply "Hot Pour Crack Filler by GuardTop" or equiv. modified self-leveling asphalt composition sealant at approx. 380 degrees F.

d. Wherever cracks are greater than 3/4", contractor to follow detail A and to use compacted Type 3 "D Mix" fine hot mix asphalt material.

e. Wherever asphalt meets concrete with cracks greater than 3/4", contractor to follow detail B and to use compacted Type 3 "D Mix" fine hot mix asphalt material.

f. Potholes are to be cut out with straight lines, filled, and compacted along with edge sealing.

2. SEAL COAT

a. Project includes slurry coat of all areas with two coats of slurry coat as specified below.

b. The contractor shall ensure that the first coat of slurry is completely dry prior to applying the second coat.

c. Clean & prepare existing asphalt using high power blowers and brooms as necessary. Adequate preparation will be a critical element and required to be inspected prior to placement of seal coat product.

d. Apply (2) coats of "GuardTop Asphalt Based Sealcoat" industrial pavement seal material. Second coat to be applied after the first coat has completely dried. Substitutions will be allowed upon District review and approval.

e. The contractor shall clean any overspray / splash of material upon application on surrounding non-asphalt surfaces.

f. The contractor shall include seal coat between portables where accessible only.

g. Project to include all highlighted areas on the maps.

3. STRIPING

a. Project to include restriping of all existing lines/ arrows/ signage/ etc. on the parking lot(s) and playground(s). Re-stripe shall follow the existing layout unless noted otherwise.

b. Contractor shall include striping of all curbs and parking bumpers throughout the site to match the existing color.

c. Where striping is on asphalt and passes through concrete, contractor shall continue striping as required to complete the line.

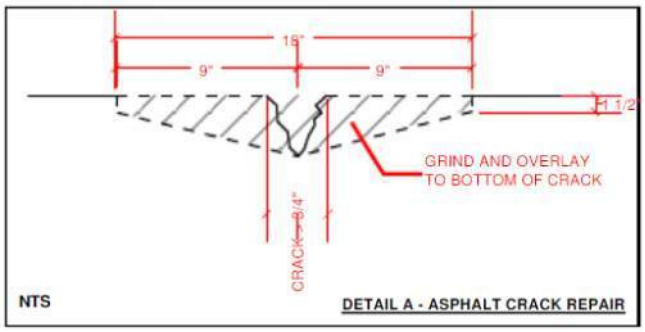
d. Apply one (1) coat of "ENNIS" traffic paint to sealed areas (Restripe), apply two (2) coats traffic paint to newly paved areas. (New layout will be at the district's request.)

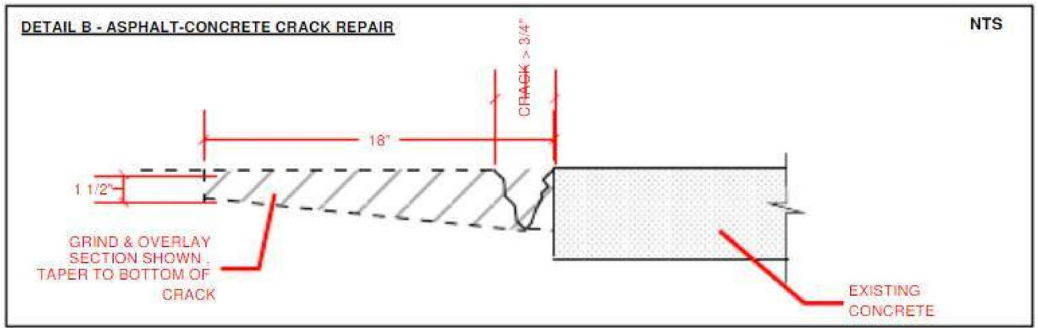
e. The contractor shall field document as part of the preparation process the existing striping, playground stipes, fire lane stripe, such that equal striping of existing lines will be provided. Use of drone technology shall also be acceptable to document existing striping conditions when students are not present.

f. The contractor shall provide stencils as required for replacement of striping to match existing.

g. The contractor shall coordinate with District on any additional striping required prior to finalizing striping, additional striping required by the district after the bid submission shall be submitted at an additional cost.

4. CRACK REPAIR DETAILS





GuardTop® High Performance Asphalt Based Sealcoat

Revised 1/21/21

GuardTop® Asphalt Based Sealcoat Product Specification for California
GuardTop is a mineral and fiber reinforced asphalt emulsion blended with special additives for outstanding adhesion, flexibility, and durability. GuardTop restores the asphalt binder lost through oxidation and weathering, while providing a durable surface treatment. GuardTop helps your pavements look new again, providing the surface with a deep, rich black color and protection against raveling and cracking due to aggregate loss.

Specifications	Minimum	Maximum	Test Method
Typical Density-lbs./gal	10.5	12	ASTM D 2939.07
Nonvolatile Components by Weight	60%	70%	ASTM D 2939.08
Asphalt Content by Weight	14%	35%	ASTM D 2939.21
Fine Aggregate Content by Weight	31%	50%	GuardTop Report
VOC Content by Volume	0%	3%	ASTM D 244-89
	Requirements	**Results**	
Accelerated Weathering (2 yrs)	No Material Deterioration After Exposure	Passes/Excellent	Federal Spec TT-C-555B
Resistance to Wind Driven Rain (98mph)	No Leaks or Weight Gain	Passes/Excellent	Federal Spec TT-C-555B
Ultraviolet Resistance (12 yrs.)	No Cracking, Peeling, Chipping, or Flaking	Passes/Excellent	GuardTop Report
Color as Received	Black	Pass	GuardTop Report
Cured Film	Deep Black	Pass	GuardTop Report
Material Uniformity	Uniform	Pass	ASTM D 2939.05
Flashpoint	160°F	Pass	ASTM D 2939.12
Drying Time, firm set	Within 8 Hours	Pass	ASTM D 2939.13
Resistance to Heat	No Sagging or Slipping	Pass/None	ASTM D 2939.14
Resistance to Water	No Cracking	Pass	ASTM D 2939.15
Flexibility	Pass	Pass	ASTM D 2939.16 (1)
Direct Flame Test	No continued combustion or slippage and run-down	Pass/None	ASTM D 2939.20
Wet Film Continuity	Uniform consistency	Pass	ASTM D 2939.22
Wet Flow	Uniformly homogenous	Pass	ASTM D 2939.19 (2)
Wet Track Abrasion Test (1 hr.)	0	15	ASTM 3910
Wet Track Abrasion Test (6 day)	0	15	ASTM 3910
Flashpoint	450° F	Pass	ASTM D 92 (3)
Softening Point	140° F	Pass	ASTM D 36 (4)

(1) Flexibility test (ASTM D 2939.16) performed at 23° C.
(2) Wet flow test (ASTM D 2939.19) performed at an angle 10° above horizontal.
(3) Flashpoint (ASTM D 92) measured on asphalt before emulsification.
(4) Softening point (ASTM D 36) measured on asphalt before emulsification

This product meets and exceeds the California Greenbook (2000) 203-9 specification

Surface Preparation

1. Clean and fill all cracks 1/4” and larger with crack filler. Larger cracks may require several applications. For best results, it is recommended that all broken asphalt be removed and patched with new asphalt. It is also suggested that extreme low spots be filled with new asphalt. **New asphalt patches should cure for 30 days and replaced asphalt 4” or more in**

depth should cure for 180 days minimum before application of GuardTop.

2. Sealcoats will not adhere to surfaces with excessive oil and grease. For a quality job, clean all oil and grease deposits with a degreasing solution using a stiff bristle broom or a power operated cleaner. Areas completely saturated are recommended to be removed and replaced with new asphalt. Then apply GuardTop Oil Seal to all oil and grease stained surfaces with a small broom insuring full coverage over the stain.

3. After all pavement repairs have been completed, the surface should be clean and free of all dirt, debris and loose graveled particles. Please not that dirt and loose debris will restrict the adherence of the sealcoat. To clean the surface, use a power broom, power blower and/or flush the surface with high pressure water.

4. It is recommended that the surface be sprayed with a mist of water in an amount that will leave the surface damp and free of standing water or puddles. The misting procedure is critical when the ambient temperature is hot and on bright sunny days or when the pavement is excessively aged and porous.

5. For excessively weathered surfaces, a primer or fog seal should be applied to the surface. The primer should consist of a 50/50 mixture of SS1-h and water. Apply the mixture to the surface by spray and let dry before applying GuardTop material.

Application

1. GuardTop material should be mixed with water to obtain a desired consistency before application. It is recommended that the maximum dilution should be 20% water to 80% GuardTop material. Apply GuardTop using a truck mounted tank, wheeled container, or can. Spread in continuous parallel lines by means of rubber faced squeegees, brooms or spray technique. On excessively rough areas consult your manufacturer's representative.

It is recommended that two coats of GuardTop be used during application to ensure a long lasting surface.

2. GuardTop should be allowed to dry a minimum of 24 hours before heavy traffic is permitted. Please note that when asphalt is cold, in shade or the ambient temperature is below 75º, drying time may need to be extended. GuardTop should not be applied in temperatures below 55º and extra care should be taken in temperatures exceeding 100º. Material should not be applied within 48 hours of forecasted rain, as rain may affect curing of asphalt sealcoat products.

Application Rates

The following table can be used as a guideline of GuardTop coverage per square foot of surface area. This table is based on two coats prior to water dilution of the product. Please note that this is only a guideline and exact coverage depends upon both the condition of existing pavement and the surface condition desired after application

Surface	Recommendation Per Sq. Foot	Per Sq. Yard
Extremely smooth surface	0.02 Gallon	0.18 Gallon
Smooth dense surface	0.0235 Gallon	0.225 Gallon
Medium surface	0.03 Gallon	0.27 Gallon
Rough, aged surface	0.035 Gallon	0.315 Gallon
Excessively rough surface	Consult manufacturer's representative	Consult manufacturer's representative

Caution

Do not store in extremely warm conditions. Keep from freezing.

Packaging

Bulk, 5 gallon pails and 55 gallon drums.

Hot Pour Crack Filler by GuardTop®
Product Specification

Hot Pour Crack Filler by GuardTop®

GuardTop Hot Pour Crack Filler Product Specification
Hot Pour Crack Filler by GuardTop is a high performance hot applied polymer modified, recycled rubber asphalt crack sealant. It is formulated to provide a resilient, firm, fast curing sealant eliminating the risk of "tire pick-up", and which is also highly resistant to power steering markings on pavements having high surface temperatures. In its molten state, Hot Pour Crack Filler by GuardTop has excellent flow properties ensuring total penetration of the cracks without voids or air pockets. Hot Pour Crack Filler by GuardTop is particularly suitable for use on both asphalt and concrete pavements in warm and hot climates. Hot Pour Crack Filler by GuardTop is designed for parking lots, streets and highways where heavy traffic is a concern.

Surface Preparation
Hot Pour Crack Filler by GuardTop must be applied to a clean, dry surface, free from all loose material, and all vegetation and detritus must be removed. Application to wet or dusty surfaces will result in adhesion failures.
All joints and cracks should be thoroughly cleaned with the use of a hot air gas lance prior to application.

Application
Hot Pour Crack Filler by GuardTop sealant must be heated in a purpose built pre-heater equipped with mechanical agitation and an oil jacket. Application may be done by wand or wheeled banding machine.

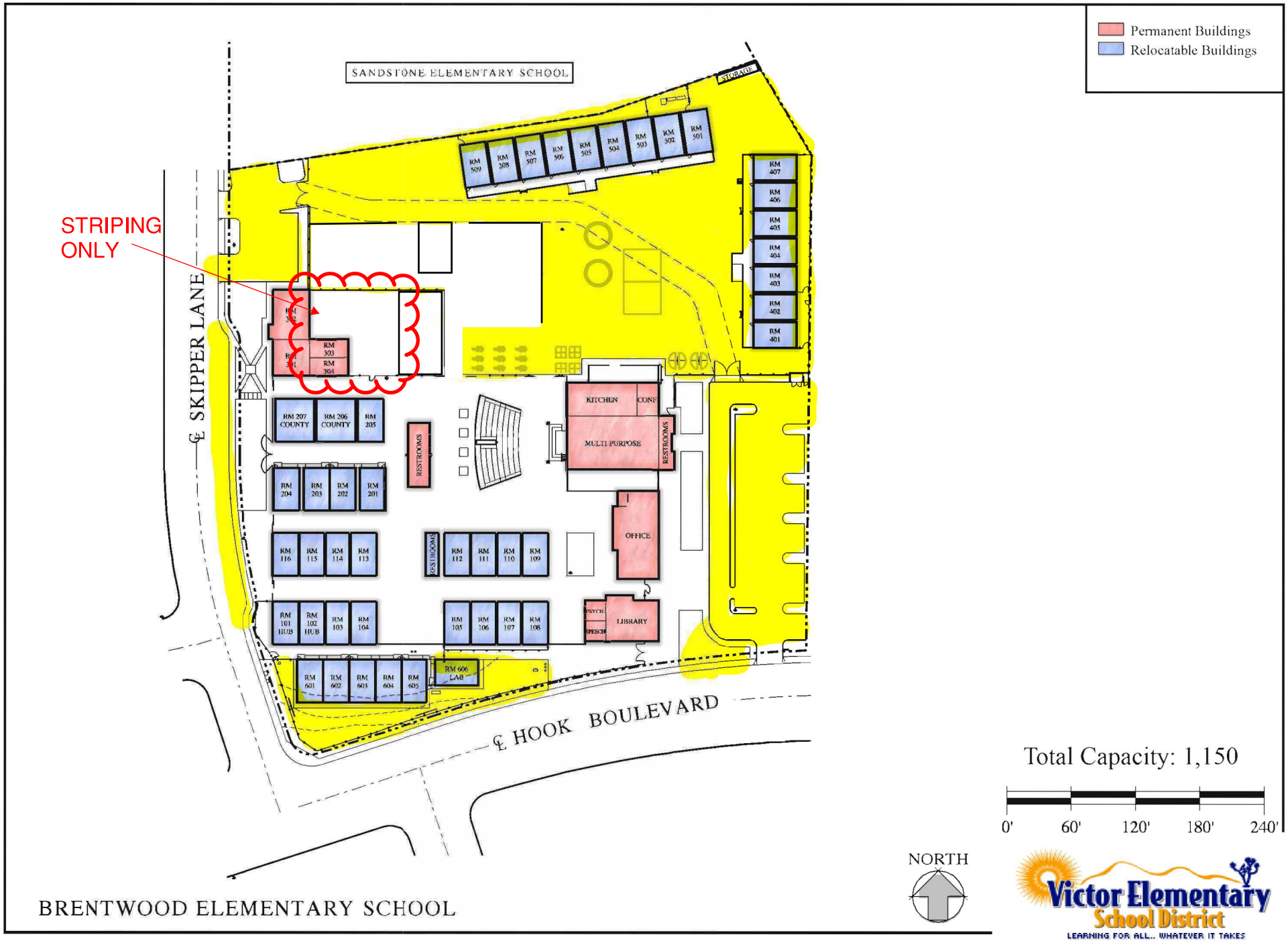
Coverage per Gallon
Indefinite - For estimation purpose – up to 80 linear feet of ½" X ½" depth cracks

Caution
Exercise extreme caution when handling hot sealant. Wear gloves, long sleeved shirts, face shields, safety boots and other safety clothing at all times. Do not allow water to come in contact with hot material. In the event of fire, extinguish with Co2, Foam or Dry Chemical.

Packaging
Hot Pour Crack Filler by GuardTop is supplied in recyclable cardboard cartons. Each carton comprises of 30 lbs. of sealant in a dissolvable bag.

Meets or exceeds the following specifications:

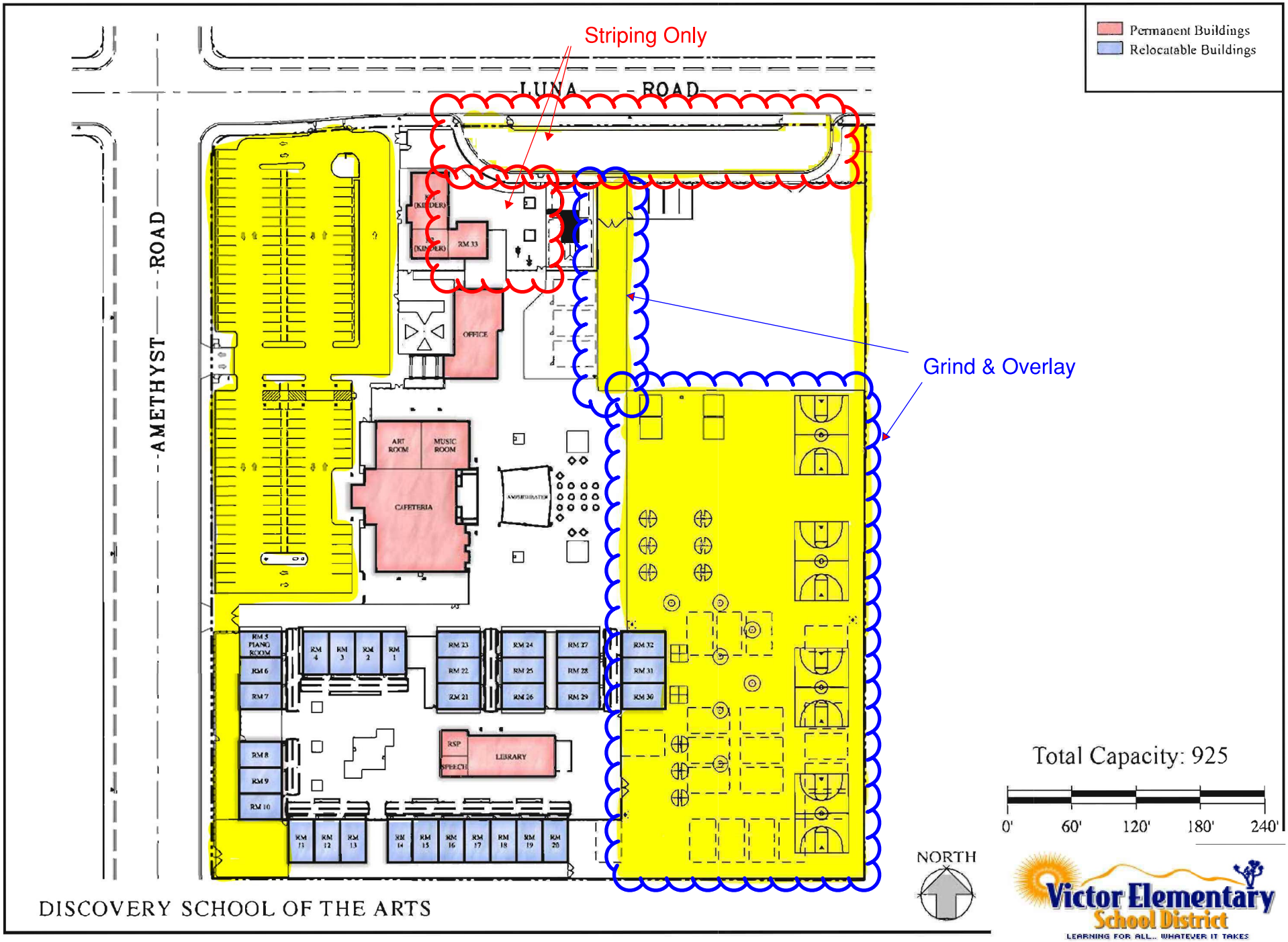
Cone Penetration 25ºC/77ºF (D5329)	25+/-5
Cone Penetration 46ºC/115ºF (D5329)	70 Max
Softening Point (D36)	105ºC/220ºF Min
Resilience (D5329)	40% Min
Viscosity 193ºC/380ºF (D4402)	20-30 Poise
Flow 60ºC/140ºF (D5329)	0 Max
Flexibility (90º bend 1 1/8 mandrel 0ºC/32ºF)	Pass
Flash Point (COC)	>440ºF Min
Asphalt Compatibility	Pass
Application Temperature	193ºC/380ºF Max
Safe heating temperature	204ºC/400ºF Max
VOC	0 g/1


Permanent Buildings
Relocatable Buildings
SANDSTONE ELEMENTARY SCHOOL
STORAGE
STRIPING ONLY
℄ SKIPPER LANE
℄ HOOK BOULEVARD
RM 509
RM 508
RM 507
RM 506
RM 505
RM 504
RM 503
RM 502
RM 501
RM 407
RM 406
RM 405
RM 404
RM 403
RM 402
RM 401
RM 303
RM 304
RM 207 COUNTY
RM 206 COUNTY
RM 205
RESTROOMS
KITCHEN
CONF
MULTI PURPOSE
RESTROOMS
RM 204
RM 203
RM 202
RM 201
OFFICE
RM 116
RM 115
RM 114
RM 113
RESTROOMS
RM 112
RM 111
RM 110
RM 109
RM 101 HUB
RM 102 HUB
RM 103
RM 104
RM 105
RM 106
RM 107
RM 108
LIBRARY
RM 601
RM 602
RM 603
RM 604
RM 605
RM 606 LAB
NORTH
Total Capacity: 1,150
0'
60'
120'
180'
240'
BRENTWOOD ELEMENTARY SCHOOL
Victor Elementary School District
LEARNING FOR ALL.. WHATEVER IT TAKES

feet 500

meters 100

PARENT DROP OFF LANE BEHIND BRENTWOOD SCHOOL



DISCOVERY SCHOOL OF THE ARTS

Permanent Buildings
Relocatable Buildings

Striping Only

MOUNTAIN VIEW MONTESSORI CHARTER SCHOOL

℄ LA MESA ROAD

℄ AMETHYST ROAD

RESTROOMS

COMP. LAB

HUB

CAFETERIA

OFFICE

LIB.

TEACH. LOUNGE

Total Capacity: 1,050

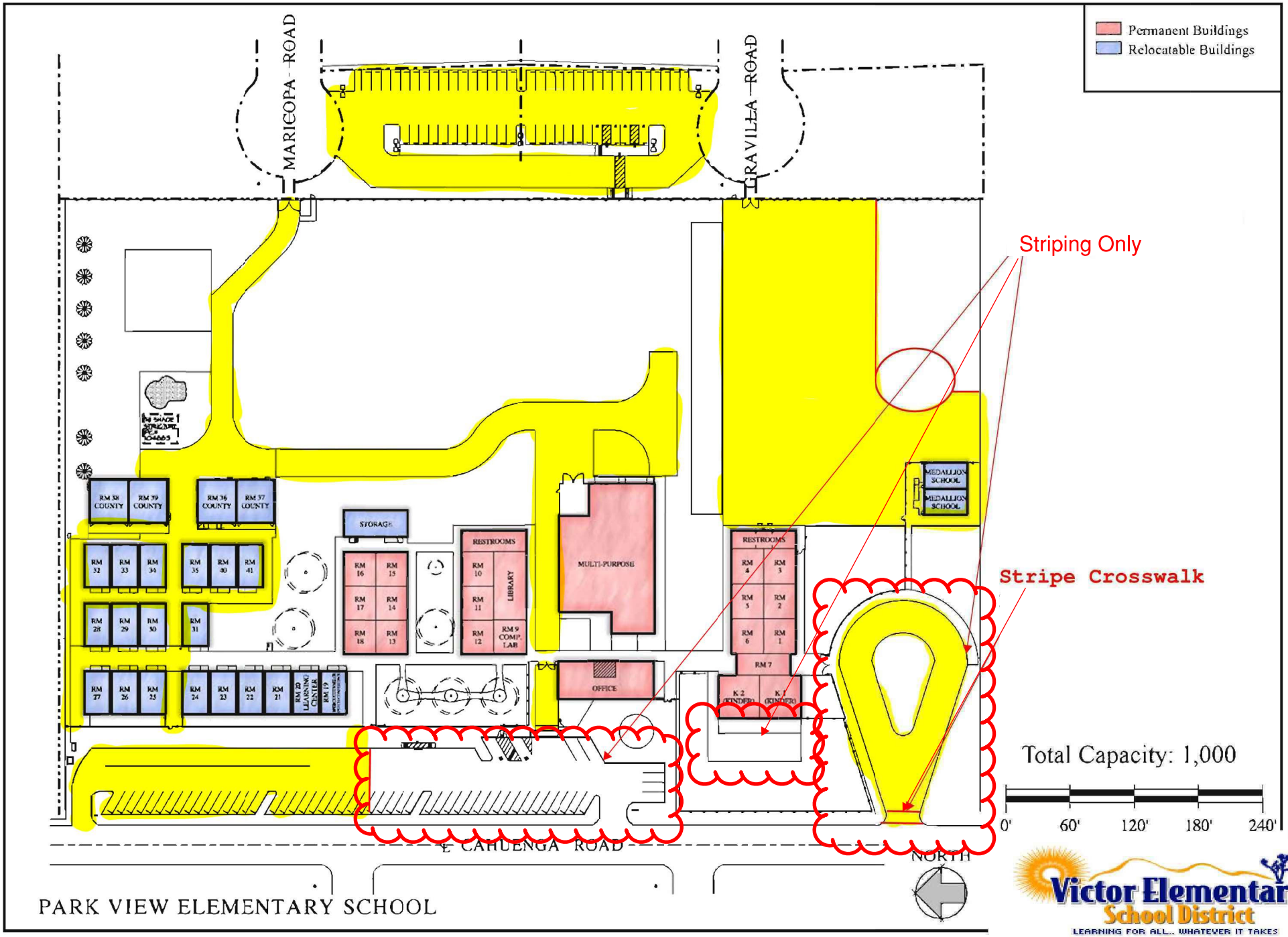
0' 60' 120' 180' 240'

NORTH

LIBERTY ELEMENTARY SCHOOL

Victor Elementary School District

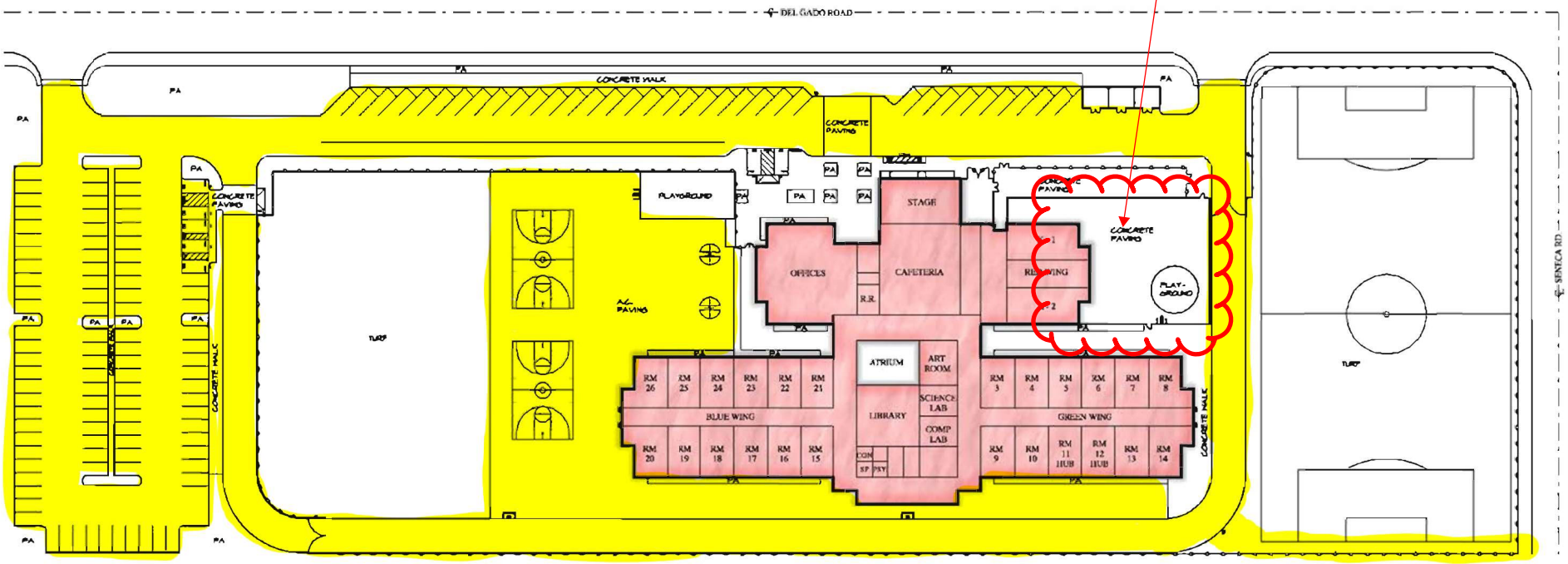
LEARNING FOR ALL... WHATEVER IT TAKES



Victor Elementary School District
LEARNING FOR ALL... WHATEVER IT TAKES

Permanent Buildings
Relocatable Buildings

Striping Only



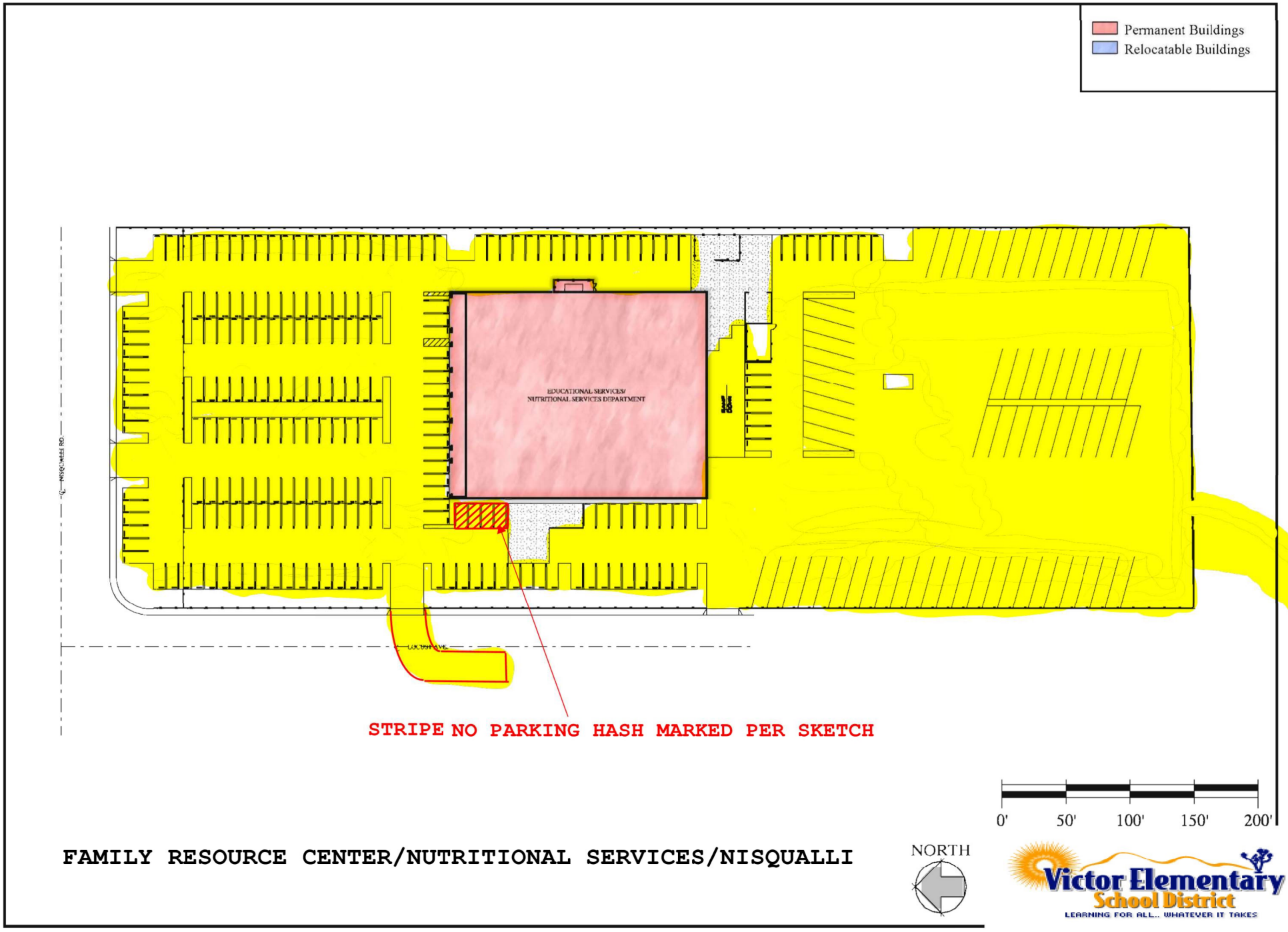
Total Capacity: 725

0' 60' 120' 180' 240'

NORTH

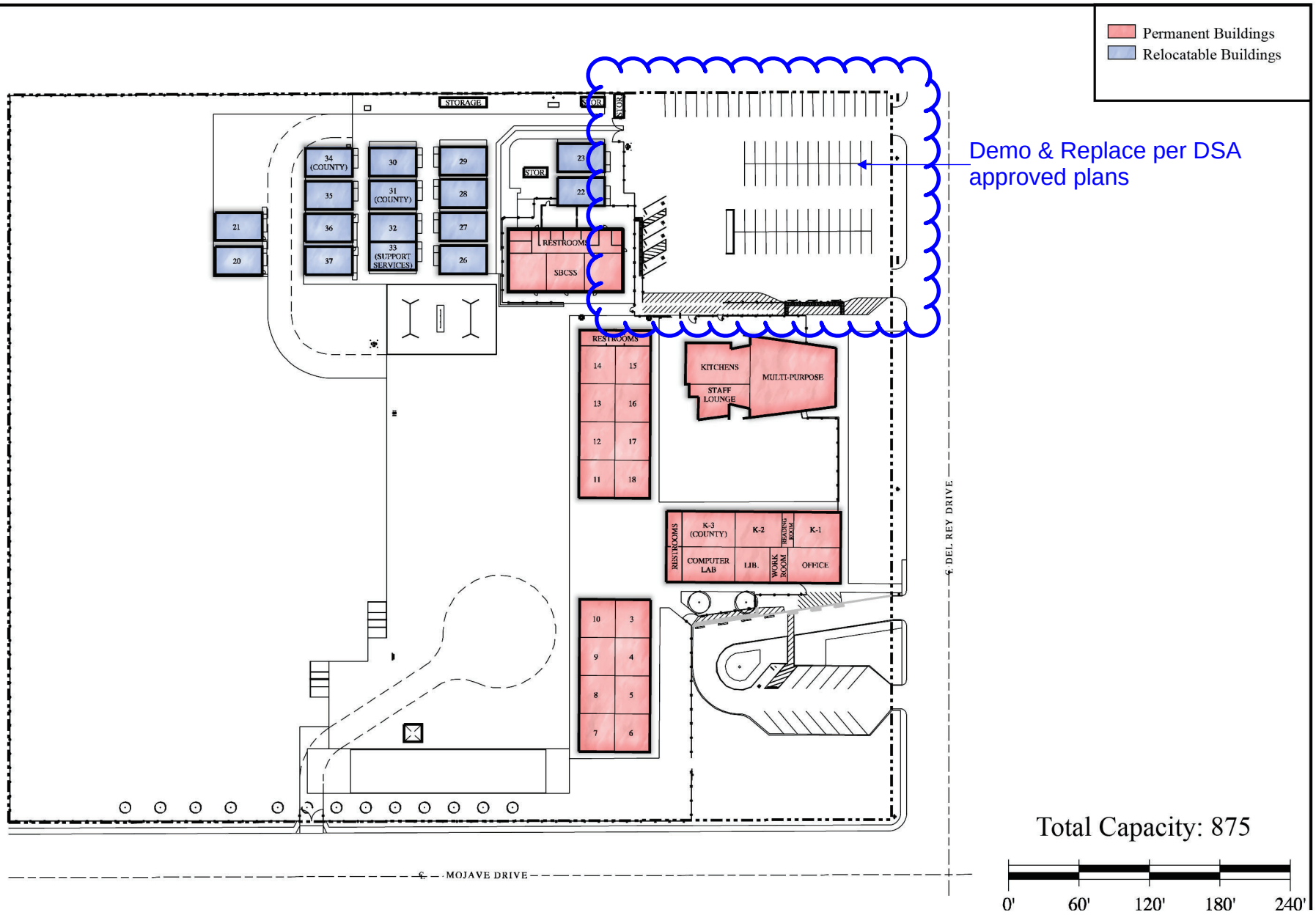
WEST PALMS CONSERVATORY

Victor Elementary School District
LEARNING FOR ALL.. WHATEVER IT TAKES



FAMILY RESOURCE CENTER/NUTRITIONAL SERVICES/NISQUALLI

Victor Elementary School District
LEARNING FOR ALL.. WHATEVER IT TAKES



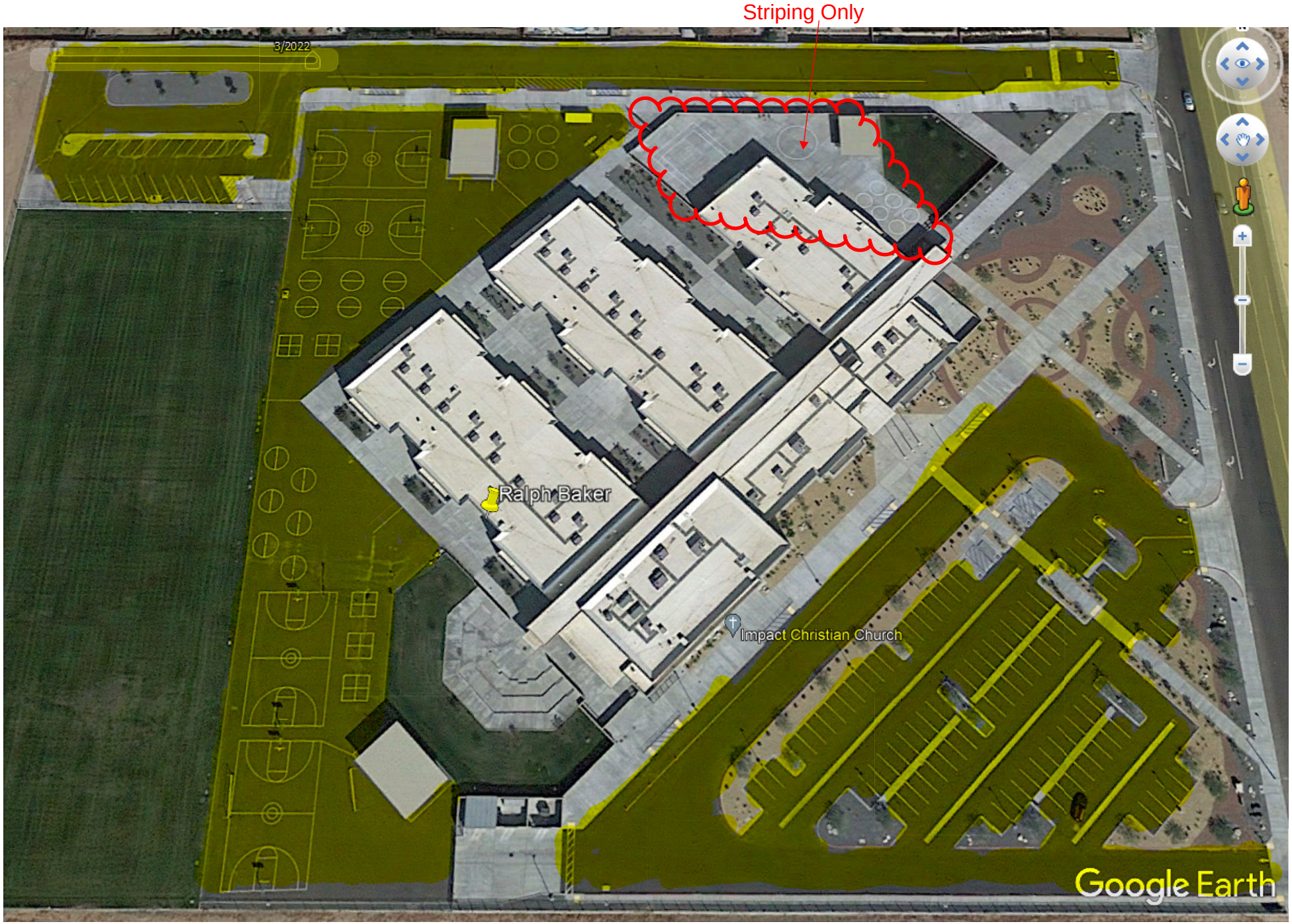
Total Capacity: 875

0' 60' 120' 180' 240'

NORTH

DEL REY ELEMENTARY SCHOOL

Frick, Frick & Jetté Architects, Inc.
15337 Bonanza Road
Victorville, CA 92392
(760) 955-2446
www.ffj-arch.com


Striping Only
3/2022
Ralph Baker
Impact Christian Church
Google Earth

RALPH BAKER