



Jurupa Unified School District

Public Works Project

CUPCCAA Project – Informal Bid (\$60,000 to \$200,000)

20-21-20MOIB – Exterior Paint

Purchasing Department

4850 Pedley Road

Jurupa Valley, CA, 92509

Bid Date: Thursday, May 27, 2021 @ 2:00 PM

<p><b><u>Bidding Documents</u></b></p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Notice Calling for Bids</li><li><input checked="" type="checkbox"/> Instructions to Bidders</li><li><input checked="" type="checkbox"/> CUPCCAAA Bid Form</li><li><input checked="" type="checkbox"/> Bidders' Security</li><li><input checked="" type="checkbox"/> Non-collusion Affidavit</li><li><input checked="" type="checkbox"/> Site Visit Certification</li></ul> <p><b><u>Project Specification Documents</u></b></p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Project Plans</li><li><input type="checkbox"/> District Standards</li><li><input checked="" type="checkbox"/> Special Conditions</li><li><input checked="" type="checkbox"/> Specifications</li><li><input type="checkbox"/> Other: [Manager] _____</li></ul>	<p><b><u>Contract Documents</u></b></p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Agreement Form</li><li><input checked="" type="checkbox"/> Exhibit "A" (Scope of Work)</li><li><input checked="" type="checkbox"/> Payment Bond</li><li><input checked="" type="checkbox"/> Performance Bond</li><li><input checked="" type="checkbox"/> Guarantee</li><li><input checked="" type="checkbox"/> Insurance Documents and Endorsements</li><li><input checked="" type="checkbox"/> Background Check Certification w/ Attachment "A" (List of Employees)</li><li><input checked="" type="checkbox"/> Worker's Compensation Certificate</li><li><input checked="" type="checkbox"/> Drug-Free Workplace Certification</li><li><input checked="" type="checkbox"/> Alcohol and Tobacco Free Certification</li><li><input checked="" type="checkbox"/> W-9 (Form available from IRS website)</li></ul>
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BIDDING DOCUMENTS

Notice Calling for Bids

Jurupa Unified School District

CUPCCAA Project

Bids Due: Thursday, May 27, 2021 @ 2:00 PM

For

20-21-20MOIB - Exterior Paint

The Jurupa Unified School District is requesting bids for 20-21-20MOIB - Exterior Paint. Bids will be received in the Purchasing Department

**Scope of Work:** The project is generally described as:

**This project includes all necessary labor, tools, materials and equipment to accomplish the work shown in the bid documents and as described herein. Work to include exterior painting of three sites, Mission Middle School, Adult Education Center, and Van Buren Elementary School. Sites will have a body, trim, and accent color unless noted otherwise. Portable classrooms will have body, wainscot, trim colors, as well as a slip resistant coating for the portable ramps.**

**Pre-bid Conference:** A mandatory pre-bid conference will be held on Monday, May 17 @ 9:00 AM at the following locations: Starting at the Adult Education Center, 4041 Pacific Ave., Jurupa Valley, CA 92509, Mission Middle School, 5961 Mustang Lane, Jurupa Valley, CA 92509, and Van Buren Elementary School, 9501 Jurupa Road, Jurupa Valley, CA 92509. Bidders must attend the pre-bid conference to qualify to bid on this project.

**Bid Documents:** Bidding documents, drawings and specifications for this project can be downloaded from the District website: <https://jurupausd.org/our-district/BizServ/css/Pages/Bids.aspx>

**License Requirements:** Contractor's license(s) required for this work is/are as follows: C-33 or B.

**Contract Time:** 60 calendar days

**Requests for Information:** May be submitted to the below point of contact, no later than: Wednesday, May 19, 2021 at 12:00 PM.

**Required Bid Forms:** All bidders must submit the following documents by the bid due date and time:

- Signed Bid Form, including Completed Subcontractor List or marked "N/A"
- Bid Bond or Bid Security for 10% of the Bid Value
- Non-Collusion Affidavit
- Site Visit Certification

**Late bids will not be accepted.**

**Point of Contact:** Lindsey Hopson, Senior Buyer, Purchasing Department

951-360-4102 [lindsey\\_hopson@jUSD.k12.ca.us](mailto:lindsey_hopson@jUSD.k12.ca.us)

## INSTRUCTIONS TO BIDDERS

1. Preparation of Bid Form. Proposals under these specifications shall be submitted on the blank forms furnished herewith at the time and place stated in the Notice Calling for Bids. All blanks in the bid form must be appropriately filled in, and all proposed prices must be stated clearly and legibly in both words and numerals. All bids must be signed by the bidder in permanent blue ink and submitted in sealed envelopes, bearing on the outside, the bidder's name, address, telephone number, and California Contractor's License number, and the name of the Project for which the bid is submitted. The District reserves the right to reject any bid if all of the above information is not furnished. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

2. Bid Security. Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure section 995.120, made payable to the District, in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than ten percent (10%) of the maximum amount of such bidder's bid as a guarantee that the bidder will enter into the Contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event that a bidder is awarded the Contract and such bidder fails to enter into said Contract or provide the surety bond or bonds within five (5) calendar days after award of the Contract to bidder, said security will be forfeited.

Bid Security Return. The Bid Security of three or more low Bidders, the number being solely at the discretion of the District, will be held by the District until posting by the successful Bidder(s) of the bonds, certificates of insurance required and return of executed copies of the Agreement, at which time the Bid Security of such other Bidders will be returned to them.

Forfeiture of Bid Security. If the Bidder awarded the Contract fails or refuses to execute the Agreement within seven (7) calendar days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded, the District may declare the Bidder's Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract and may thereupon award the Contract for the Work to the responsive responsible Bidder submitting the next lowest priced Bid Proposal or may call for new bids, in its sole and exclusive discretion.

3. Signature. The bid form, all bonds, and the non-collusion declaration forms must be signed in permanent blue ink in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: One from the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is provided to the District. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If bidder is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership

acknowledging the signer to be a general partner is presented to the District, in which case the general partner may sign.

Bids submitted as joint ventures must so state and be signed by each joint venturer.

Bids submitted by individuals must be signed by the bidder unless an up-to-date power-of-attorney is on file in the District office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, where a fictitious name is used, it must be so indicated in the signature.

4. Modifications. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the District's rejection of the bid as not being responsive to the Notice Calling for Bids. **No oral or telephonic modification of any bid submitted will be considered.**

5. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the District determines that any bid is unintelligible, inconsistent, or ambiguous, the District may reject such bid as not being responsive to the Notice Calling for Bids.

6. Examination of Site and Contract Documents. Each bidder shall visit the site of the proposed Project and become fully acquainted with the conditions relating to the construction and labor so that the facilities, difficulties, and restrictions attending the execution of the work under the Contract are fully understood. Bidders shall thoroughly examine and be familiar with the drawings, specifications, Addenda, Contract Documents and all other documents and requirements that are attached to and/or contained in the Project Manual or other documents issued to bidders. The failure or omission of any bidder to receive or examine any Contract Documents, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall not relieve any bidder from obligations with respect to the bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this Section. Bidders shall not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.

7. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned upon demand therefor.

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

A bid may not be withdrawn by the bidder following the time and date designated for the receipt of bids, except in accordance with Section 5103 of the Public Contract Code.

8. Agreements, Insurance and Bonds. The Agreement form which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds and insurance endorsements which Contractor will be required to be furnished at the time of execution of the Agreement, are included in the bid documents and should be carefully examined by the bidder. The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond required is three (3). Payment and Performance bonds must be executed by an admitted surety insurer as defined in Code of Civil Procedure 995.120.

9. Pre-Bid Conference / Job Walk. The District may conduct a Job-Walk at the time(s) and place(s) designated in the Notice Calling for Bids. If attendance at the Job Walk is indicated in the Notice Calling for Bids as being mandatory, the failure of any Bidder to have its authorized representative present at the entirety of the Job Walk will render the Bid Proposal of such Bidder to be non-responsive. Where the Job Walk is mandatory, a Bidder may have more than one authorized representative and/or representatives of its Subcontractors present at the Job Walk; provided, however that attendance by representatives of the Bidder's Subcontractors without attendance by a representative of the Bidder shall not be sufficient to meet the Bidder's obligations hereunder and will render the Bid Proposal of such Bidder to be non-responsive.

10. Interpretation of Plans and Documents/Pre-Bid Clarification. If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions, a written request for an interpretation or correction thereof may be submitted to the District. The bidder submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will only be made by Addendum duly issued, and a copy of such Addendum will be made available for each contractor receiving a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the District. If discrepancies on drawings, specifications or elsewhere in the Contract Documents are not covered by addenda, bidder shall include in their bid methods of construction and materials for the higher quality and complete assembly. Each request for clarification shall be submitted in writing, via email, to the contact listed on the Notice Calling for Bids not less than seven (7) days prior to the scheduled closing date for the receipt of bids. Each transmitted request shall contain the name of the person and/or firm filing the request, address, telephone, and fax number, Specifications and/or Drawing number. Bidder is responsible for the legibility of hand written requests. A written response to timely pre-bid clarifications requests which materially affects the bidders price will be made by Addendum issued by the Jurupa Unified District, or their designee, not less than seventy-two (72) hours prior to bid opening.

11. Date and Time of Bid Proposal Submittal. The District will place a date/time stamp machine in a conspicuous location at the place designated for submittal of Bid Proposals. A Bid Proposal is submitted only if the outer envelope containing the Bid Proposal is stamped by the District's date/time stamp machine; Bid Proposals not so stamped as timely received will be rejected and returned to the Bidder unopened. The date/time stamp is controlling and determinative as to the date and time of the District's receipt of the Bid Proposal. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Notice Calling for Bids, no Bid Proposals shall be received or considered by the District after it has commenced the public opening and reading of Bid Proposals; Bid Proposals submitted.

12. Documents Accompanying Bid Proposal. The following forms need to be completed and signed with the submission of the bid:

- a. Bid Form with proper acknowledgement of Addenda
- b. Non-Collusion Declaration
- c. Site-Visit Certification (if applicable).
- d. Bidders Security

13. 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 prime bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.

14. Award of Contract. The Contract will be awarded to the lowest responsive responsible bidder, including allowance, by a representative who has been delegated authority by the governing board. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. In the event an award is made to bidder, and such bidder fails or refuses to execute the Contract and provide the required documents within five (5) calendar days after award of the Contract to bidder, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders. A responsive Bid Proposal shall mean a Bid Proposal which conforms, in all material respects, to the Bid and Contract documents.

15. Bid Protest Procedure. Any bidder may file a bid protest. The protest shall be filed in writing with the District's Director of Maintenance and Operations not more than two (2) business days after the date of the bid opening. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based. The protest must be signed and submitted under the penalty of perjury.

a. Resolution of Bid Controversy: Once the bid protest is received, the apparent lowest responsive responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the Work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.

b. Appeal: If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the Assistant Superintendent of Planning & Development, or their designee, within three (3) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

**Jurupa Unified School District  
Assistant Superintendent of Planning & Development  
4850 Pedley Road  
Jurupa Valley, CA 92509**

c. Appeal Review: The Assistant Superintendent of Planning & Development shall review the decision on the bid protest from the Director of Maintenance and Operations and issue a written response to the appeal, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. The written decision of the Assistant Superintendent of Planning & Development or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.

d. Reservation of Rights to Proceed with Project Pending Appeal. The District reserves the right to proceed to award the Project and commence construction pending an Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this Section if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

e. Finality. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

16. Alternates. The District may add or deduct from the contract any of the additive or deductive items after the lowest responsible bidder has been determined. The bidder further agrees that, should additional construction funds become available to the District, alternates not selected by the District at the time of the award may be incorporated into the contract by change order, based on the bidder's original alternate amount named on the Bid Form, within 90 days from the date of award of the contract.

a. Subcontractor Listing for Alternates. 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.

17. Evidence of Responsibility. Upon the request of the District, a bidder whose bid is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, surety and insurance claims experience, construction experience, completion ability, workload, organization available for the performance of the Contract, and other factors pertinent to a Project of the scope and complexity involved.

18. Listing Subcontractors. Each bidder shall submit with his bid, on the form furnished with the Bid Documents, a list of the names, license numbers, scopes of work, locations of the places of business, contact information, and Department of Industrial Relations (DIR) registration numbers 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 of the bidder's total bid as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100, et seq.) Pursuant to Labor Code section 1725.5, all subcontractors (of any tier) performing work on this Project must be properly registered with DIR.

19. Workers' Compensation. In accordance with the provisions of Labor Code section 3700, the successful bidder as the Contractor shall secure payment of compensation to all employees. The Contractor shall sign and file with the District the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code, which requires 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.” The form of such certificate is included as a part of the Contract Documents.

20. Contractor’s License. To perform the work required by this notice, the Contractor must possess the Contractor’s License as specified in the Notice Calling for Bids, and the Contractor must maintain the license throughout the duration of the contract. If, at the time of bid, bidder is not licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California and the Notice to Contractors calling for bids, such bid will not be considered and the Contractor will forfeit its bid security to the District.

21. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by such Contractor.

22. Preference for Materials and Substitutions.

a. One Product Specified. Unless the Plans and Specifications state that no substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make, trade name, or catalog number, with or without the words, “or equal,” such specification shall be read as if the language “or equal” is incorporated.

b. Request for Substitution. Pursuant to Public Contract Code §§ 3400(a), any Bidder may submit data to the District to substantiate a request to substitute an “or equal” item for any item specified in the Bid Documents (“Substitution of Substantiated Data”) no less than seven (7) days before the bid opening. If the District, in its sole judgement, makes a finding that the substitute product is equal, the District will issue clarifying information as part of a final addendum, no less than 72 hours before the bid opening.

23. Allowances. Allowances if called for shall be included in the bid.

24. Disqualification of Bidders and Proposals. More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidder is interested and the bidder will forfeit their bid security to the District.

25. Unbalanced or Altered Bids. Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected. If, in the District’s sole discretion, it determines any pricing, costs or other information submitted by a bidder may result in an unbalanced bid, the District may deem such bid non-responsive. A bid may be determined by the District to be unbalanced if the bid is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest

overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advanced payment.

26. Employment of Apprentices. The Contractor and all Subcontractors shall comply with the provisions of California Labor Code including, but not limited to sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices. The Contractor and any Subcontractor under him shall comply with the requirements of said sections, including applicable portions of all subsequent amendments in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

27. Non-Collusion Declaration. Public Contract Code section 7106 requires bidders to submit declaration of non-collusion with their bids. This form is included with the bid documents and must be signed and dated by the bidder under penalty of perjury.

28. Wage Rates, Travel and Subsistence.

a. The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code section 1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the District to any interested party on request and are also available from the Director of the Department of Industrial Relations. The Contractor shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

b. Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

c. Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.

d. These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the District, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the Contractor's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

29. DIR Registration of Contractor and Subcontractors. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work as defined in the Labor Code,

unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This Project is a public works project as defined in Labor Code section 1720. Each contractor bidding on this Project and all subcontractors (of any tier) performing any portion of the Project must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. For more information and up to date requirements, contractors are recommended to periodically review the DIR's website at [www.dir.ca.gov](http://www.dir.ca.gov). Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall contractor be granted increased payment from the District or any time extensions to complete the Project as a result of contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and grounds for termination for cause. The contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

30. No Telephone or Facsimile Availability. No telephone or facsimile machine will be available to bidders on the District premises at any time.

31. Obtaining Bidding Documents. Bidding Documents may be obtained from website listed or by contacting the person listed in the Notice Calling for Bids. If there is a cost associated with obtaining the bidding documents, it will also be listed in the Notice Calling for Bids. Bidder shall utilize a complete set of Bidding Documents in preparing a bid. The failure or omission of bidder to receive any Bidding Document, form, instrument, Addendum, or other document shall not relieve bidder from any obligations with respect to the bid and/or Contract.

32. Bidding, Contract and Project Specification Documents. The Bidding, Contract, and Project Specification Documents are all outlined on the title page of this packet. All documents listed are deemed to be part of the project.

33. Addenda. Clarification or any other notice of a change in the Bidding Documents will be issued only by the District and only in the form of a written Addendum, posted on the website identified in the Notice Calling for Bids, or available for pick up to all who are known by the issuing office to have received a complete set of Bidding Documents. Any other purported Addenda are void and unenforceable.

Bidder is responsible for ascertaining the disposition of all Addenda issued regardless of District notification and to acknowledge all Addenda in the submitted sealed bid prior to the bid opening. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for inspection.

Each Addendum will be numbered, dated, and identified with the Project number. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable. Addenda issued by the District and not noted as being acknowledged by bidder as required in the Bid Form, may result in the bid being deemed non-responsive. It is the bidders' sole responsibility to check for any addenda issued 72 hours before the bid opening.

34. Debarment. In addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor if the Board, or a designated a Hearing Officer who, in his or her discretion, finds the Contractor has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the District
- b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
- c. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
- d. Made or submitted a false claim against the District or any other public entity (See Government Code section 12650, et seq., and Penal Code section 72)

35. Public Records. Bid Proposals and other documents responding to the Notice Calling for Bids become the exclusive property of the District upon submittal to the District. At such time as the District opens bids pursuant to these Instructions to Bidders, all Bid Proposals and other documents submitted in response to the Notice Calling for Bids become a matter of public record and shall thereupon be considered public records, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code § 3426.1) and financial information provided in response to the Statement of Qualifications. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

36. Fingerprint Certificate. In accordance with Education Code § 45125.1, the successful Bidder will be required to execute the Fingerprint Certificate included with the Contract Documents concurrently with the Bidder's execution of the Agreement. The successful Bidder shall comply with the terms and requirements of the Fingerprint Certificate and Education Code § 45125.1; failure to comply will result in penalties, including without limitation, termination of the Agreement and the suspension of payments of the Contract Price otherwise due under the Contract Documents.

37. Escrow. As a condition for approving progress payments, the District requires a 5% retainage to be deducted from each progress payment, unless the District finds the Work to be of sufficient complexity and difficulty to justify increasing retainage to 10% deducted from each progress payment. In accordance with the provisions of Public Contract Code Section 22300, substitution of eligible and equivalent

securities for any monies withheld to ensure performance under this contract will be permitted at the request and expense of the Contractor.

38. UPCCAA. This Project is being let in accordance with the Uniform Public Construction Cost Accounting (“UPCCAA”) set forth in Public Contract Code section 22000 et seq. Bidders shall comply with any requirements set forth in the UPCCAA including all guidelines and requirements in the current California Uniform Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual. If applicable, only Contractors included on the District’s Qualified List shall submit bids for the Project as set forth in the UPCCAA.

**Jurupa Unified School District**  
**CUPCCAA INFORMAL BID FORM**

(Required Bid Form)

FOR REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES AWARDED PURSUANT TO THE "INFORMAL BIDDING" PROCEDURES OF THE PUBLIC CONTRACT CODE § 22000, ET SEQ. (THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT ("CUPCCAA")) -- INFORMAL BID

Project: 20-21-20MOIB - Exterior Paint

Contractor will perform the Work defined in the Contract Documents and fully understands the scope of Work required in this bid and accepts in full payment for that Work the following total lump sum or TOTAL BASE BID AMOUNT, all taxes included:

Five Thousand	Dollars	\$ <u>5000.00</u>
Allowance (as stated in the bid documents)	Dollars	\$ _____
Base Bid	Dollars	\$ _____
<b>Total Bid (Allowance + Base Bid)</b>	Dollars	\$ _____

1. **Work.** Contractor has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents.
2. **Schedule.** Contractor agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
3. **Subcontractors.** Contractor shall identify the name, location of the place of business, California Contractor State License Number, DIR Registration Number, and kind of work of each subcontractor that will perform work or labor or render service in or about the construction of the Work or improvement in an amount in excess of one-half of 1 percent (0.5%) of the Contractor's total bid. Use extra sheets/extra space as needed.

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	E-Mail and Telephone*	DIR Registration Number*


\* E-Mail/Telephone and DIR Registration Number of subcontractors may be submitted up to 24 hours after the bid opening. It is the sole responsibility of the bidder to ensure that the owner receives this information on time.

4. **Bid Bond.** Contractor shall provide with its bid a certified or cashier's check or bidder's bond for an amount not less than ten percent (10%) of the bid amount. The certified or cashier's check or bid bond shall be made payable to the order of the District. If a bid bond accompanies the proposal, the bond shall be secured by an admitted surety company, licensed in the State of California, satisfactory to the District and in the form attached hereto. The certified or cashier's check or bond shall be given as a guarantee that Contractor will enter into the Contract if awarded the Work, and in the case of refusal or failure to enter into the Contract, the District shall have the right to award to another bidder. If Contractor fails or refuses to timely enter into the contract, the District reserves the right to declare the bid bond forfeited and to pursue all other remedies in law or equity relating to such breach including, but not limited to, seeking recovery of damages for breach of contract. Failure to provide bid security, or bid security in the proper amount, will result in rejection of the bid.
5. **Noncollusion Affidavit.** Contractor shall provide with its bid the Noncollusion Affidavit in the form attached hereto.
6. **License.** Contractor certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Contractor further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
7. **Bid Protests.** Any bid protest by any Contractor regarding any other bid on this Project must be submitted in writing to the District, before 5:00 p.m. of the SECOND (2ND) business day following the date of bid opening, or the Contractor waives its right to protest. The protest must contain a complete statement of any and all bases for the protest and the Contractor must concurrently transmit a copy of the protest to all other bidders that appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
8. **Addenda.** Receipt and acceptance of the following addenda is hereby acknowledged.

Addenda #	Date

9. **Contractor Form.** District's contract form is part of the contract documents. The scope of the project is as described in exhibit "a" to the contract. The successful contractor shall, within seven (7) calendar days of notice that it has been awarded the contract, be required to provide to the district all certifications, bonds, insurance documents, construction schedule, subcontractor list and all other required documentation as indicated in the contract.

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

---

Proper Name of Company

---

Name of Bidder Representative

---

Street Address

---

City, State, and Zip

---

(       )  
Phone Number

---

(       )  
Fax Number

---

E-Mail

---

Taxpayer's Identification Number of Contractor

---

Department of Industrial Relations (DIR) Registration Number of Contractor

Contractor's License No(s): No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Bidder Representative



SITE VISIT CERTIFICATION

(Required Bid Form)

I certify that I have visited the site of the proposed work and have fully acquainted myself with the conditions of the Project site, as well as those relating to construction and labor of the Project, and I fully understand the facilities, difficulties, and restrictions which may impact the total and adequate completion of the Project.

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

I agree to fully defend, indemnify and hold harmless the DISTRICT, Architect, Inspectors, Construction Manager, and their directors, officers, employees, agents and volunteers from any damages, costs, expenses, or omissions related to conditions that could or should have been identified during my visit to the site.

Signature of Bidder: \_\_\_\_\_

Typed Name of Bidder: \_\_\_\_\_

BID GUARANTEE FORM

(Use only when not using a Bid Bond)

Accompanying this proposal is a cashier's check payable to the order of the Jurupa Unified School District or a certified check payable to the order of the Jurupa Unified School District in an amount equal to ten percent (10%) of the base bid and alternates (\$\_\_\_\_\_).

The proceeds of this check shall become the property of said District, if, this proposal shall be accepted by the District, and the undersigned fails to execute a Contract with and furnish the sureties required by the District within the required time; otherwise, said check is to be returned to the undersigned.

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Bidder

Note: Use this form, in lieu of Bid Bond form, when a cashier's check or certified check is accompanying the bid

BID BOND FORM  
(Required Bid Form)

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and \_\_\_\_\_ (hereafter called "Surety"), are hereby held and firmly bound unto the Jurupa Unified School District (hereafter called "District") in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) 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 District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of 20-21-20MOIB - Exterior Paint.

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) calendar 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 District and judgment is recovered, the Surety shall pay all costs incurred by the District 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.

(Corporate Seal) By \_\_\_\_\_  
Principal's Signature  
\_\_\_\_\_  
Typed or Printed Name  
\_\_\_\_\_  
Principal's Title

(Corporate Seal) By \_\_\_\_\_  
Surety's Signature  
\_\_\_\_\_  
Typed or Printed Name  
\_\_\_\_\_  
Title

(Attached Attorney in Fact Certificate) \_\_\_\_\_  
Surety's Name  
\_\_\_\_\_  
Surety's Address  
\_\_\_\_\_  
Surety's Phone Number

**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)

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

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

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NON-COLLUSION DECLARATION

(Required Form)

The undersigned declares:

I am the \_\_\_\_\_ [Title] of \_\_\_\_\_ [Name of Company],  
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [Date], at \_\_\_\_\_ [City], \_\_\_\_\_ [State].

Signed: \_\_\_\_\_

Typed Name: \_\_\_\_\_

[END OF REQUIRED BID FORMS]

[THE FOLLOWING DOCUMENTS FORM THE BASIS AS THE "CONTRACT DOCUMENTS" AND SHALL ONLY BE COMPLETED BY THE CONTRACTOR AFTER AN INTENT TO AWARD LETTER IS SENT TO THEM]

**AGREEMENT FORM**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ in the County of Riverside of the State of California, by and between the Jurupa Unified School District, hereinafter called the “District”, and \_\_\_\_\_, hereinafter called the “Contractor”.

**WITNESSETH** that the District and the Contractor for the consideration stated herein agree as follows:

**ARTICLE 1 - SCOPE OF WORK:** The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with 20-21-20MOIB - Exterior Paint (“Project”) in strict accordance with the Contract Documents, including the items specified in “Exhibit A.” The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

**ARTICLE 2 - TIME OF COMPLETION:** The District may give notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion of the Work within 60 calendar calendar days from receipt of the Notice to Proceed. This shall be called Contract Time. It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project was adequate for the timely and proper completion of the Project within each milestone and within the Contract time. Further, Contractor has included in the analysis of the time required for this Project, including Submittal Schedules, Rain Day Float, and Governmental Delay Float.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the District’s postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the District within ten (10) days after receipt by the Contractor of the District’s notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder.

**ARTICLE 3 - LIQUIDATED DAMAGES:** It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of One Thousand Dollars (\$1000.00) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical



to the District) as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract.

**ARTICLE 4 - CONTRACT PRICE:** The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the Bid Documents.

The Contractor acknowledges that an allowance of **Five Thousand and No/100 DOLLARS (\$5,000.00)** is included in the contract price. Per the Supplementary General Conditions, any authorized change orders shall be first charged against this allowance and any remaining allowance balance available at the completion of the Project shall be credited to the District in the form of a change order.

The District shall retain FIVE PERCENT (5%), equal to \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), of the Contract Price as retention. This retention will be returned to the Contractor, less any justified withholdings (as per the Contract Documents), after the formal notice of completion has been signed.

The Contractor elects or does not elect (**circle one**) to setup an escrow account for security deposits in lieu of retention. If the Contractor elects to do so, they must submit the request using the District's "Escrow Agreement for Security Deposits in Lieu of Retention" form along with this Agreement. Furthermore, the Contractor requests that the security deposit be funded by the District or the Contractor (**circle one**).

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order 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, the Contractor waives any Claim of additional compensation for such additional work.

**ARTICLE 5 - HOLD HARMLESS AGREEMENT:** Contractor shall defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) 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.

(b) 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 or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the 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.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its 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 account of or founded upon any cause, damage, or injury identified herein Article 5 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.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

**ARTICLE 6 - PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT:** The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Bidding Documents

- Notice Calling for Bids
- Instructions to Bidders
- CUPCCAA Bid Form
- Bidder's Security
- Non-collusion Affidavit
- Site Visit Certification
- Any Addenda, as Issued

Project Specification Documents

Project Plans  
Special Conditions  
Specifications  
Other: [Manager]

Contract Documents

Agreement Form  
Exhibit "A" (Scope of Work)  
Payment Bond  
Performance Bond  
Guarantee  
General Liability Endorsement  
Workers' Compensation/Employers Liability Endorsement  
Automobile Liability Endorsement  
Contractor's Certificate Regarding Background Checks  
Worker's Compensation Certificate  
Contractor's Certificate Regarding Drug-Free Workplace  
Contractor's Certificate Regarding Alcohol and Tobacco

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

**ARTICLE 8 - PREVAILING WAGES:** Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). Contractor is responsible for the submission of Certified Payroll Records directly to the Department of Industrial Relations.

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

**ARTICLE 9 - RECORD AUDIT:** In accordance with Government Code section 8546.7 (and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the District and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

**ARTICLE 10 - CONTRACTOR'S LICENSE:** The Contractor must possess throughout the Project a Class C-33 or B Contractor's License, issued by the State of California, which must be current and in good standing.

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

Jurupa Unified School District

CONTRACTOR:

Signature: \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

By: Jeffrey Lewis

Director, Centralized Support Services

\_\_\_\_\_  
Title

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Printed Name

\_\_\_\_\_  
Title (Authorized Officers or Agents)

\_\_\_\_\_  
Signature

**(CORPORATE SEAL)**

**Exhibit A**  
**Scope of Work**

**PAYMENT BOND**

**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the JURUPA UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to \_\_\_\_\_ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: 20-21-20MOIB - Exterior Paint (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code section 9550;

NOW, THEREFORE, We, \_\_\_\_\_, the undersigned Contractor, as Principal; and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the JURUPA UNIFIED SCHOOL DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will 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 said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or 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 for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or 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 therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any 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 the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

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

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

SURETY:

\_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact





**PERFORMANCE BOND**

**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the JURUPA UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to \_\_\_\_\_ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: 20-21-20MOIB - Exterior Paint (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated \_\_\_\_\_, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the JURUPA UNIFIED SCHOOL DISTRICT in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount 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 the bounded Contractor, his or her 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 said Contract and any alteration thereof made as therein provided, on his or her 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 guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract. Obligee shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

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

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

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

SURETY:

\_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged: \$ \_\_\_\_\_ (This must be filled in by a corporate surety).

**IMPORTANT: THIS IS A REQUIRED FORM.**

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, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service for service of process in California)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_



**GUARANTEE**

Guarantee for 20-21-20MOIB - Exterior Paint. We hereby guarantee that the \_\_\_\_\_, which we have installed in \_\_\_\_\_ has been done in accordance with the Contract Documents, including without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the bid documents. The undersigned and its surety agrees to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of One (1) year from the date of the Notice of Completion of the above-mentioned structure by the Jurupa Unified School District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned or its surety fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by the District, but not later than ten (10) days after being notified in writing by the District or within forty eight (48) hours in the case of an emergency or urgent matter, the undersigned and its surety authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the District's enforcement of this Guarantee.

Countersigned

\_\_\_\_\_  
(Proper Name)

\_\_\_\_\_  
(Proper Name)

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Subcontractor or Contractor)

\_\_\_\_\_  
(Signature of General Contractor if for Subcontractor)

Representatives to be contacted for service:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

**INSURANCE DOCUMENTS & ENDORSEMENTS**

The following insurance endorsements and documents must be provided to the Jurupa Unified School District within with the agreement, five (5) days after receipt of notification of award. If the apparent low bidder fails to provide the documents required below, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders, and the bidder’s bid security will be forfeited. All insurance provided by the bidder shall fully comply with the requirements set forth below.

General Liability Insurance: Certificate of Insurance with all specific insurance coverages of \$2,000,000 per occurrence, proper Project description, designation of the District as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the District and minimum of 30 days’ cancellation notice. Bidder shall also provide required additional insured endorsement(s) naming the District as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor must be designated in the policy as primary to any insurance obtained by the District and list on the endorsement. Furthermore, an endorsement for a waiver of subrogation in favor of the District must be provided. The amount of the insurer’s liability shall not be reduced by the existence of such other insurance.

Incidents and claims are to be reported to the insurer at:

Attn: \_\_\_\_\_  
(Title) (Department)  
\_\_\_\_\_  
(Company)  
\_\_\_\_\_  
(Street Address)  
\_\_\_\_\_  
(City) (State) (Zip Code)  
( ) (Telephone Number)

Workers’ Compensation/ Employer’s Liability Insurance: Certificate of Workers’ Compensation Insurance meeting the coverages and requirements include, a minimum of 30 days’ cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements.

During the term of this Contract, the Contractor shall provide workers’ compensation and employer’s liability insurance for all of the Contractor’s employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor’s Work is subcontracted, the Contractor shall require the Subcontractor to provide workers’ compensation insurance for all the Subcontractor’s employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor’s insurance shall be covered by the Contractor’s insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers’ Compensation laws, the Contractor shall provide or cause a Subcontractor to provide insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance as required under Article 11.6 and in compliance with Labor Code § 3700.

Workers' compensation limits as required by the Labor Code, but not less than \$1,000,000 and employers' liability limits of \$1,000,000 per accident for bodily injury or disease.

Automobile Liability Insurance: Certificate of Automobile Insurance meeting the coverages and requirements include, a minimum 30 days' cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the District.

The District shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Such insurance coverage shall be primary and non-contributory insurance as respects the District, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District shall be excess of the Contractor's insurance and shall not be called upon to contribute with it. The insurer shall agree to waive all rights of subrogation against the District for losses paid under the terms of the insurance policy that arise from Work performed by the Contractor.

Insurance Services Office Business Auto Coverage Form Number CA 0001, Code 1 (any auto) is required. Comprehensive Automobile Liability insurance to include all autos, owned, non-owned, and hired, with limits of \$1,000,000 per accident for bodily injury and property damage.

Incidents and claims are to be reported to the insurer at:

Attn: \_\_\_\_\_  
(Title) (Department)  
\_\_\_\_\_  
(Company)  
\_\_\_\_\_  
(Street Address)  
\_\_\_\_\_  
(City) (State) (Zip Code)  
( ) \_\_\_\_\_(Telephone Number)

DATE: \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_

Signature

**CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS**

\_\_\_\_\_ certifies that it has performed one of the following:  
[Name of contractor/consultant]

- Pursuant to Education Code section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Jurupa Unified School District, pursuant to the contract/purchase order dated \_\_\_\_\_, and that none have been convicted of serious or violent felonies, as specified in Penal Code sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- Pursuant to Education Code section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
  - 1. The installation of a physical barrier at the worksite to limit contact with pupils.
  - 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

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

Date \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
[Name of Contractor/Consultant]

\_\_\_\_\_  
By its: \_\_\_\_\_



**ATTACHMENT A:**

**CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS**

*(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)*

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

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:

39. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

40. 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 employees.

41. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code section 3700 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 provision before commencing the performance of the work of this Contract.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

**CONTRACTOR’S CERTIFICATE REGARDING DRUG-FREE WORKPLACE**

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

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

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

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the Jurupa Unified School District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

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

DATE: \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_

Signature

**CONTRACTOR’S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND  
TOBACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the District’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The Contractor shall procure signs stating “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: \_\_\_\_\_

\_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_

Signature

## **SCOPE OF PROJECT**

### 1. Exterior Painting

LOCATION: Mission Middle School  
5961 Mustang Ln.  
Jurupa Valley, CA 92509  
Exterior of All Permanent  
Buildings

LOCATION: Adult Ed Center  
4041 Pacific Ave.  
Jurupa Valley, CA. 92509  
Portable Office, restroom  
&(11) Portable  
Classrooms

LOCATION: Van Buren Elementary  
9501 Jurupa Rd.  
Jurupa Valley, CA  
92509 All Permanent  
Buildings & (11)  
Portable Classrooms

## **SPECIAL CONDITIONS**

### **GENERAL**

The provisions of the General Conditions are modified by these Special Conditions. The Special Conditions have the same force and authority to each division of the work as if they are repeated in each division.

NOTE: Any reference to architect anywhere in this bid package for the purpose of this project shall mean the District or District's Director of Maintenance and Operations.

1. **SCOPE OF PROJECT**

This project includes all necessary labor, tools, materials and equipment to accomplish this work as shown on the drawings and as described herein. Exterior painting of three sites, Mission Middle School, Adult Ed Center and Van Buren Elementary will have a Body, Trim, and Accent color unless noted otherwise. Portable classrooms will have body, wainscot, trim colors, as well as a slip resistant coating for the portable classroom ramps.

2. **SITE INVESTIGATION**

There will be a mandatory job walk for all sites on Monday, May 17, 2021 at 9 AM. Meeting will start at the Adult Education Center, 4041 Pacific Avenue, Jurupa Valley, CA 92509

Arrangements for additional visits to the sites may be made by calling (951) 360-2761 between the hours of 8:00 A.M. and 3:00 P.M., Monday thru Friday.

Before bidding on this work, the Contractor shall make a careful investigation of the site and shall be thoroughly familiar with the requirements of the contract. By the act of submitting a bid for the work included in this contract, the Contractor shall be deemed to have made such study and investigation and that they are familiar with and accept the conditions of the site.

3. **ACCEPTANCE AND GUARANTEE**

Acceptance of the completed project shall be the direct responsibility of the District's Director of Maintenance and Operations, or his authorized designee.

4. **COORDINATION**

The work shall be scheduled and accomplished with minimum interference to the school and extreme care taken to ensure complete safety of all students and faculty during the installation.

5. **SPECIAL PROTECTION**

The Contractor shall be responsible for any damage caused by the operations to adjacent trees, fences, buildings, autos, equipment or roadways.

6. **TIME FOR COMPLETION**

The project is estimated to start June 1<sup>st</sup> 2021 and be completed within sixty (60) calendar days from notice to proceed.

7. **WORKMANSHIP AND INSPECTIONS**

Work shall be inspected during progress of the work by a JUSD District Representative. The Inspector shall be notified at (951) 360-2761 twenty-four (24) hours before Contractor proposes to start work.

Special Conditions – 1 of 2

8. RFI's for an addendum must be received by the date posted on the District web site.
9. The Painting Contractor shall be responsible for the verification of all measurements relative to this project.
10. Inspection for any lead related removal will be provided by Michael Niewlandt of Infotox, Inc..
11. In the base bid include a Five- thousand (\$5,000) allowance.
12. Temporary Restroom facilities and hand wash stations will be provided by the contractor of record.
13. The painting contractors will have under their scope, the abatement required per the Infotox Inc. reports. All procedures and protocols for removal required by EPA, and SCCAQMD must be adhered to.
14. Provide a job schedule prior to the commencement of work.
15. All site employees must wear proper work attire and safety vests at all times.

Special Conditions – 2 of 2

# EXTERIOR – REPAINTING

(Rev. 3/2020)

## PARTS 1 – GENERAL

### 1.1 DESCRIPTION

- A. Section Includes: All labor, materials, tools and other equipment, services and supervision required to complete all exterior repainting work.

Work under this Contract shall also include, but not necessarily be limited to:

1. Hi pressure washing in accordance with the requirements of this Section.
  2. Moisture testing of substrates.
  3. Surface preparation of substrates as required for acceptance of pain, including cleaning, small crack repair, patching, caulking, and making good surfaces and areas.
  4. Sealing / priming surfaces for repainting.
- B. Priming and finish painting of all exposed surfaces within contract limits, unless otherwise indicated.

### 1.2 WORK NOT TO BE PAINTED

- A. Work Not to be Painted: Painting is not required on prefinished items, finished metal surfaces, concealed surfaces, operating parts, and labels.
- B. Pre-Finished Items: Unless otherwise specified or noted, do not paint factory-finished components, including the following.
1. Finished mechanical and electrical equipment.
  2. Light fixture.
  3. Switchgear.
  4. Distribution cabinets.
- C. Concealed Surfaces: Do not paint concealed surfaces, including wall or ceiling surfaces in the following generally inaccessible areas.
1. Furred areas.
  2. Utility chases and pipe spaces.
  3. Duct, piping and conduit shafts.
- D. Finished Metal Surfaces: Do not paint finished metal surfaces, including the following. Unless specified to do so in the scope of work documents.
1. Anodized aluminum.
  2. Stainless steel.



3. Chromium plate.
  4. Prefinished Roofing/Flashing.
  5. Prefinished Window Frames.
- E. Operating Parts: Do not paint operating parts, including moving parts of operating equipment such as the following.
1. Valve and damper operators.
  2. Linkages.
  3. Sensing devices.
  4. Motor and fan shafts.
- F. Labels: Do not paint over Underwriter's Laboratories, Inc. (UL), Factory Mutual Research Organization (FM) and other code-required labels and over equipment names, identifications, performance ratings, and nomenclature plates.

### **1.3 REFERENCES**

- A. ASTM D16- Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products.

### **1.4 SUBMITTALS**

- A. Product Data: Submit materials list for all paint products. For substitute products, submit full products technical data, including certification of conformance to air quality regulations.
- B. Paint Schedule: Prepare in format similar to that included in this Section. Indicate product and color for each condition. Clearly identify manufacturer.
- C. Color Samples:
1. Preliminary selection samples: Submit two sets of color samples for colors not specified or indicated on Drawings.

### **1.5 ALLOWANCE**

- A. Provide a \$5,000 cash allowance in the base bid for painting miscellaneous project items not identified.

### **1.6 QUALITY ASSURANCE**

- A. Reference: Refer to ASTM D16- Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products for definitions of terms used in this Section.

- B. Applicator Qualification: Company specializing in application of quality paints and coatings, with three-year documented experience.
- C. Regulatory Requirements: Conform to California Air Resources Board (CARB), South Coast Air Quality Management District (SCAQMD) and other applicable local air quality regulations for products and application.
- D. Application Conditions, General:
  - 1. Comply with requirements specified herein except comply with manufacturer's requirements and recommendations if more stringent.
  - 2. Substrate Condition: Dry and well-cured.
  - 3. Wind and Drafts: Minimal only, no direct air movement across surface being painted.
  - 4. Dust: Do not paint under dusty conditions. Remove dust from substrate before painting. Do not allow dust to adhere to wet surface.
- E. Exterior Application Conditions:
  - 1. Do not apply exterior coatings during rain, fog or freezing conditions, or when relative humidity is above 50 percent, unless permitted by manufacturer's instructions and recommendations.
  - 2. Exterior Substrate Temperature: Minimum 40 degrees F to maximum 80 degrees F.
- F. Application Temperatures:
  - 1. Water-Base Paints: Apply water-base paint at interior between 45 and 90 degrees F ambient temperature. Apply water-base paint at exterior between 50 and 90 degrees F ambient temperature.
  - 2. Solvent-thinned paints: If used, apply solvent-thinned paint between 45 and 95 degrees.

## **1.7 SPRAY PAINTING**

- A. Coordinate spray painting operations with surrounding Work. Protect items not being painted from overspray.
- B. Comply with local trade practices and regulatory requirements.
- C. Contractor shall solely be responsible for use of spray equipment.

## **1.8 DELIEVERY, STORAGE, AND HANDLING**

- A. Delivery, Storage and Handling, General: Deliver, store and handle products in accordance with requirements of Section 01600 - Product Requirements and in the conformance to applicable air quality and safety regulations.

- B. Delivery: Deliver products to site and keep in sealed and labeled containers until ready for use. Label container with manufacturer's name, type, of paint, brand name, brand code, air quality regulation certification, coverage rate, surface preparation requirements, drying time, cleanup, color designation, and instructions for mixing and reducing.
- C. Storage: Store paint materials at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in well ventilated area and in accordance with applicable fire and air quality regulations. Comply with manufacturer's instructions and recommendations if more stringent. Take precautionary measures to prevent fire hazards and spontaneous combustions.

## **1.9 EXTRA STOCK**

- A. Provide an extra stock equaling 2 percent of each color, type and gloss of paint used in the Work, but not less than 1 gallon nor more than 5 gallons. Comply with local trade practices and regulatory requirements.

## **1.10 WARRANTY**

- A. In addition to the warranty and correction of work requirements of the General Conditions, warrant painting and finished against peeling, fading, cracking, blistering, or crazing for a period of 2 years from the date of "Notice of Completion". The written warranty shall include materials and labor. The warranty shall be signed by the paint manufacturer, the painter and the Contractor.

## **PARTS 2 – PRODUCTS**

### **2.1 PAINT MATERIALS**

- A. Acceptable Manufacturers: Equivalent products of the manufacturers listed below will be acceptable in accordance with the "or equal" provision specified in Section 01600 - Product Requirements. Equivalent products of other manufacturers meeting or exceeding physical and performance characteristics of specified products will be considered in accordance with substitution provision specified in Section 01600- Product Requirements.

1. Dunn-Edwards Corporation, Los Angeles, CA (800.7333.3866 or 323.771.6382).
2. Frazee Paint and Wallcovering, Anaheim, CA (714.278.0198).
3. Sherwin-Williams Co., Cleveland, OH (800.524.5979).
4. Vista Paint, Fullerton, CA (951.689.2501).
5. Carboline Corp. (888.227.2654).
6. Rust-Oleum Co. (877.385.8155).
7. Valspar (800.845.9061).

- B. Acceptable Products: Unless otherwise noted in the Paint Schedule, acceptable products include the following, or equal. Products from the Acceptable Manufacturers listed in 2.1.A:

- A. Multipurpose Primer:  
ICI Paint: 6001 Prep and Prime Hydrosealer
- B. Exterior Metal Primer:  
ICI Paint: 4020 PF Waterborne Metal Primer
- C. 100% Acrylic Latex Paint-Flat Exterior:  
ICI Paint: 6201 Dulux Fortis Premium 100% Acrylic
- D. Alkyd Enamel Paint- Gloss-Exterior:  
ICI Paint: 1508 Dulux Advanced Oil.

- C. Paints, Stains and Special Coatings: See PART 3, SCHEDULE, following for specific primers and finish paints, stains and special coats.
- D. Primers and Undercoats: Provide primers and other undercoat paint produced by same manufacturer as finish coats.

## **2.2 MISCELLANEOUS MATERIALS**

- A. Thinners, General: Use only thinners approved by paint manufacturer, and use only within recommended limits.
- B. Oil-based Thinner: Volatile mineral spirits, FS-TT-T-2912.
- C. Acrylic-based Product Thinner: Clear, portable water, free from materials detrimental to paint performance.
- D. Putty: Acrylic, fast-drying; low shrinkage.
- E. Painter's Caulk: Joint filler, acrylic-based.
- F. Galvanizing Repair Compound: Premixed cold galvanizing compound for field touch-up of galvanized coatings by ZRC Worldiwde GALVILITE, Marshfield, MA (800.831.3275) or approved equal. Provide silvery-finish galvanic zinc-rich coating containing 95 percent zinc by weight in the dry film and conforming to Federal Specification DOD-P-12035A.

## **2.3 COLORS**

- A. Paint Colors:
  1. Provide factory mixed paint, colors modified in field only under direction of Architect.
  2. Provide 3-color paint scheme. Colors to be provided by District: 1-Main Color; 1-Accent Color; 1- Trim Color, unless specified in other contract documents.
  3. Generally, colors will be evenly divided between like conditions, unless otherwise indicated.

4. Tint undercoats and primer slightly different than following coats.
- B. Color Selection: Cooperate by supplying selection and presentation chips from which to make selection.

### **PART 3- EXECUTION**

#### **3.1 EXAMINATION OF EXISTING PAINTED SURFACES**

- A. Examine existing painted surfaces and conditions, with the paint removal contractor and the paint applicator present, under which existing paint will be prepared for compliance with paint application requirements. Notify District if presence of lead based paint is determined or suspected. Do not proceed with paint removal until removal procedure determined.
1. Existing Painted Surface Preparation:
    - a. All surfaces must be cured, clean, dry, and free from dirt, dust, rust, stains, grease, oil mildew, wax efflorescence and other contaminants.
    - b. Remove all loose, peeling or chalky paint by sanding, wire brushing, scraping, high-pressure washing or other appropriate methods.
    - c. Remove all coatings on materials where noted to strip, or words to that effect. Removal shall include any method required to strip all coatings back to base material.
    - d. Repair all cracks, holes and other imperfections with a suitable patching material. Repaired surfaces shall match the surrounding surface texture. If efflorescence exists, remove all noticeable deposits and prime the entire surface.
    - e. Glossy painted surfaces shall be dulled to provide a roughened surface for good adhesion and spot-primed.
    - f. Galvanized and painted galvanized surfaces shall be cleaned of surface oil by solvent-wiping with paint thinner or lacquer thinner.
  2. Existing Painted Surfaces with a build-up of multiple coats of paint that cannot be feathered out to be indistinguishable shall be treated with an appropriate finish/filler material that is compatible with the substrate and the primer. The application of the finish/filler material shall be such that the new coating over existing sound paint and finish/filler material is indistinguishable to the naked eye under normal viewing conditions, distances and lighting. Test the quality of work by observation from a distance of 5 to 10 feet and at angles relative to the surface ranging from 90 degrees to 45 degrees.
- B. Upon completion of paint removal and surface preparation, again examine substrates, areas, and conditions, with the Applicator present, under which painting will be performed for compliance with paint application requirements.

1. Do not begin to apply paint until unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
  2. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.
- C. Upon completion of Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
1. Notify the District about anticipated problems using the materials specified over substrates primed by others or over the existing substrates that may be incompatible or unserviceable.

### **3.2 PREPARATION**

- A. Examination: Examine substance for the conditions which may adversely affect finish application durability and appearance. Do not proceed until defects are corrected. Proceeding will be interpreted to mean that substrate conditions were acceptable.
- B. Trim Removal: Remove electrical plates, hardware, light fixture trim, and fittings prior to preparing surfaces or finishing.
- C. Masking and Covering: Exercise care not to deface adjoining Work. Use suitable clean cover cloths or other approved protection materials to cover adjoining Work. Mask small items and edges to prevent and control paint coverage.
- D. Cleaning, impervious Surfaces: Wash surfaces with mild with mild detergent solution. Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- E. Cleaning Aluminum Surfaces Scheduled for Paint Finish: Remove surface contamination by steam or high-pressure water. Remove oxidation with acid etch and solvent washing. Apply etching primer immediately following cleaning.
- F. Cleaning Galvanized Surfaces: Remove surface contamination and oils by wash with solvent.
- G. Patching Board Surfaces: Latex fill minor defects. Spot prime defects after repair.
- H. Gypsum Board Surfaces: Latex fill minor defects. Spot prime defects after repair.
- I. Previously Primed and Bare Steel Surfaces: Comply with SSPC requirements.
  1. Sand and scrape to remove loose primer and rust.

2. Feather edges to make touch-up patches inconspicuous.
  3. Clean surfaces with phosphoric acid solution.
  4. Flush surfaces to remove cleansing agents and allow to thoroughly wetting surface with water.
- J. Concrete: Remove soiling, salt, and alkali powder, and other foreign matter by brushing and power washing.
1. Test for pH. Reading of over 8 but less than 13 requires second base coat of primer. Higher pH reading requires re-evaluation and modification if necessary, of paint system with Architect and paint manufacturer.
  2. Remove oil and grease with solution of trisodium phosphate.
  3. Remove rust stains with solution of sodium metasilicate after thoroughly wetting surface with water.
  4. Flush surfaces to remove cleansing agents and allow to thoroughly dry.
- K. Doors: Seal top and bottom edges, after cleaning, with coat of primer in addition to scheduled coats of shop primer or sealer.
- L. Moisture Content: Measure at surfaces using an electronic moisture meter. Do not apply finishes unless moisture is below the following maximums:
1. Concrete or Masonry: 15 percent.
  2. Interior Gypsum Wallboard: 12 percent.
- M. Exposed Double Beams at Covered Walkways: The beveled weld joints between the beams shall be cleaned of all existing plastic filler material. The steel shall then be sandblasted to sound material (free of rust) and new filler applied. The filler/joint shall be coated with a high-quality epoxy sealer/primer prior to applying paint.

### **3.3 PRIMING**

- A. Compatibility: Verify compatibility of primers with surfaces on which to be applied. If primer or finish coating is incompatible, follow manufacturer's recommendations.
- B. Steel: Prime all bare steel surfaces.
- C. Galvanized Steel Surfaces: If unprimed, preheat before priming by applying coat of etching primer.
- D. Pre-Primed Surfaces: Touch up with matching primer. Reprime steel items which have been exposed to weather more than 7 days.
- E. Concrete Surfaces: Roll primer to insure full and even coverage.

### **3.4 FINISH PAINT APPLICATION, GENERAL**

- A. Finish Paint Application General:
  - 1. Comply with manufacturer's instructions and recommendations.
  - 2. Carry finish coats to natural breaks and transitions.
  - 3. Apply each coat to uniform film thickness, not less than and not exceeding amount to achieve recommended dry film thickness of paint manufacturer. Adjust applied thickness to suit substrate and ambient temperatures to minimize brush and roller marks.
  - 4. Allow each coat to cure before recoating, adjusting manufacturer's minimum time between coats to accommodate Project conditions.
- B. Coverage: Manufacturer's rating and scheduled number of coats shall be minimums only. Apply paint in number of coats as required to completely cover, without holidays or thin spots. Alter tint of each coat to facilitate evaluation of coverage.
- C. Holidays and Thin Spots: Recoat and blend in. If blending is unsuccessful, sand and recoat entire surface.
- D. Dust, Runs, Drips, Sags and Color Separation: Remove surface defects, sand and recoat entire surface.
- E. Metal Surfaces: If brush application cannot produce a smooth surface without laps or brush marks, use spray application under dust free conditions.
- F. Final Finish: Even, smooth color and finish with no apparent brush or roller marks.

### **3.5 FINISH APPLICATION, SPECIFIC CONDITIONS**

- A. Access Doors, Panels, Registers, and Grilles: Generally, paint same color as surrounding walls and ceiling. Paint interiors of ducts showing through registers and grilles flat black.
- B. Doors: Coat tops, and edges with all coats as scheduled for faces.
- C. Door Trim and Primer Coated Hinges: Paint trim to match door and paint hinges to match frame, unless hinges have plated finish.
- D. Lighting Fixture (Luminaire) Trim: Paint to match surrounding surfaces, unless otherwise directed. At acoustical panels finished in factory white color, do not paint lighting fixture trim.
- E. Reveals and Returns at Concrete Panels: Coordinate paint color changes with District.



- F. Rooftop HVAC and Air Handler Units: Field paint specified color if exposed to view, only if specified in contract documents. See Drawings.
- G. Speaker Grilles: Paint to match surrounding surfaces.

### 3.6 CLEANING AND TOUCH-UP

- A. Cleaning: As Work proceeds, promptly remove paint where spilled, splashed, or splattered.
- B. Debris and Waste: During progress of Work maintain premises free of unnecessary accumulation of tools, equipment, surplus materials, and debris. Collect cotton waste, cloths, and material which may constitute a fire hazard, place in closed metal containers and remove daily from site. Remove empty paint containers from site.
- C. Touch-Up: At completion of Work specified in other Sections, touch-up painted and finished surfaces and restore to original condition finishes damaged or defaced.

### 3.7 PAINT SCHEDULE

- A. Paint Schedule: Provide paint systems as follows and as recommended by paint manufacturer.
  - 1. The number of coats listed is the minimum number of coats required. Provide coats as required for full and complete coverage.
  - 2. The first (primer) coat of 3-coat finish may be omitted on products shop or factory primed and on existing surfaces to be repainted. Sand existing painted surfaces or otherwise prepare as recommended by paint manufacturer for repainting.
  - 3. Tint undercoat or first of final 2 coats slightly lighter than final coat
- B. Exterior Surfaces:
  - 1. Concrete and Cement Plaster – Painted Flat
    - 1 coat Multipurpose Primer
    - 2 coats of 100% Acrylic Finish Coat
  - 2. Exposed Steel – Painted Gloss
    - 2 coats Alkyd Enamel Paint\*
  - 3. Sheet Metal – Painted Gloss
    - 2 coats Water based Gloss Enamel\*
  - 4. Doors and Frames – Painted Gloss

2 coats Water Based Gloss Enamel\*

\* Spot prime bare areas with exterior metal primer.

**END OF SECTION**