

**California Uniform Public Construction Cost Accounting Act**

**RE-ROOFING  
KINGSLEY ELEMENTARY SCHOOL  
BUILDINGS E & G**

**CONTRACT C-134-393  
PROJECT AE70**

ONTARIO-MONTCLAIR SCHOOL DISTRICT  
PURCHASING DEPARTMENT  
950 WEST D STREET  
ONTARIO, CA 91762

**CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING  
ACT**

**Notice to Contractors Calling for Bids**

Notice is hereby given that the Ontario-Montclair School District of San Bernardino County, acting by and through its Governing Board, will extend bids for

**RE-ROOFING KINGSLEY ELEMENTARY SCHOOL  
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for which plans are available at no charge for the first copy on or after **April 1, 2014** at the Purchasing Department, 950 West D Street, Ontario, CA 91762. Sealed bids for project, containing the documents specified in the Information for Bidders shall be received up to, but not later than, **2:00:00 p.m.** on **April 15, 2014**. The bid openings will take place at **2:00:00 p.m.** on **April 15, 2014** at the District's Purchasing Department, 950 West "D" Street, Ontario, CA 91762.

The District requires that bidders possess the following classification(s) of contractor's licenses and certifications at the time the Contracts are awarded and throughout the term of these Contracts: **B or C-39**. If the license classification specified herein is that of a "specialty contractor," the specialty contractor awarded the contract for this work shall itself construct a majority of the work.

A NON-MANDATORY JOB WALK / PRE BID CONFERENCE FOR THE Re-Roofing Kingsley Elementary School Buildings E & G Project will be held by the Purchasing Department for attendance by any interested bidder with representatives of the DISTRICT. The walk will be held at **2:00 P.M., Tuesday, April 8, 2014** at Kingsley Elementary School, 5625 Kingsley Street, Montclair, CA 91763.

**PROJECT WILL BE FOR A PERIOD OF THIRTY (30) CALENDAR DAYS FOR EACH SITE** from the date stated in the Notice to Proceed. Failure to complete the work within the specified time will result in the imposition of liquidated damages for each day of delay as specified in the Information for Bidders.

If a bid is accepted, the bidder shall perform at least 15% of the work, exclusive of supervisory and clerical work, without the services of any subcontractor. The bid shall include the tasks the bidder will perform to meet the 15% requirement.

Each Bid shall be accompanied by a certified or cashier's check or bid bond executed by an admitted surety insurer in an amount not less than ten percent (10%) of the total bid price, payable to the District. A Payment Bond and a Performance Bond will be required prior to execution of the contract and must be in the form set forth in the contract documents.

The District reserves the right to reject any or all bids or to waive any irregularities or information in any bids or in the bidding.

The Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages in the locality in which the Work is to be performed. Copies of these wage rate determinations, entitled PREVAILING WAGE SCALE, are maintained at the DISTRICT office and are available to any interested party upon request. The Contractor shall post a copy of this document at each job site. The Contractor and any subcontractor under it shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the contract.

For more information or to obtain bid packages, contact the District Purchasing Department, at the above address or call (909) 418-6476.

The lowest bid shall be determined on the base bid, or on the base bid and an alternate or combination of alternates in the manner listed in the Information to Bidders section, item 14, of the bid documents, which shall prevent any information that would identify any of the bidders or proposed subcontractors from being revealed to a participant in the decision-making process for the District before the ranking of all bidders from lowest to highest has been determined.

The Project is subject to the payment of prevailing wages as described in the Labor Code. The contractor and subcontractor will be required to abide by the District's Labor Compliance Program as approved by the California Department of Industrial Relations. The rate of per diem wages and description of employer payments are on file at the District's Purchasing Department and are available to any interested party upon request.

Each bid submitted in response to this Notice shall contain, as referenced in the Bid Form, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders.

ONTARIO-MONTCLAIR SCHOOL DISTRICT

By: Angie Redelsperger, Director of Purchasing

## INFORMATION FOR BIDDERS

### California Uniform Public Construction Cost Accounting Act

RE-ROOFING KINGSLEY ELEMENTARY SCHOOL  
BUILDINGS E & G  
CONTRACT C-134-393  
PROJECT AE70

WARNING:

(READ THIS DOCUMENT CAREFULLY.  
DO NOT ASSUME THAT IT IS THE  
SAME AS OTHER SIMILAR DOCUMENTS  
YOU MAY HAVE SEEN, EVEN IF FROM  
THE SAME DISTRICT.)

1. Preparation of Bid Form. The Ontario-Montclair School District "DISTRICT" invites bids on the form attached to be submitted at the time and place stated in the Notice to Contractors Calling for Bids. Bids shall be submitted on the prescribed Bid forms, completed in full. All bid items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons signing the bid shall be in longhand and in permanent blue ink. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the bidder.

2. Form and Delivery of Bids. The bid shall be made on the Bidding Schedule provided, and the complete bid, together with any and all additional materials as required by the Contract Documents, shall be enclosed in a sealed envelope, addressed and delivered or mailed to the Purchasing Department of the DISTRICT, mailing address: 950 West "D" Street, Ontario, California 91762 and must be received on or before the time set forth in the Notice to Contractors Calling for Bids for the opening of bids. The envelope shall be plainly marked in the upper left hand corner with the bidder's name, address, the Contract designation and the date and time for the opening of bids. **It is the bidder's sole responsibility to ensure that its bid is received prior to the scheduled closing time for receipt of bids.** In accordance with Government Code Section 53068 and Public Contract Code Section 4104.5, any bid received after the scheduled closing time for receipt of bids or after any extension due to material changes shall be returned to the bidder unopened. At the time set forth in the Notice to Contractors Calling for Bids for the opening of bids the sealed bids will be opened and read aloud at the DISTRICT'S office.

3. Bid Security. Each bid shall be accompanied by a certified or cashier's check or bid bond issued by an admitted surety insurer as defined in Civil Procedure Code section 995.120 in the amount of not less than ten percent (10%) of the total bid amount stated in the

bid. Said check or bond shall be made payable to the DISTRICT and shall be given as a guarantee that the bidder, if awarded the Contract, shall within five (5) calendar days of receiving notice of award of the contract, unless otherwise directed in writing by the DISTRICT, provide to the DISTRICT, on the prescribed forms, those documents listed in the last page of the Bid Form. It is understood and agreed that should bidder fail or refuse to enter into the Agreement or return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT and the DISTRICT may in its discretion either award the contract to the second lowest responsible bidder or reject all bids. If the bidder elects to furnish a bid bond as its Bid Security, the bidder shall use the bid bond form included herein.

4. Signature. Any signature required on the Contract Documents must be signed in the name of the bidder, must bear the signature of the person or persons duly authorized to sign the documents, and must be in permanent ink. If bidder is a corporation, the legal name of the corporation shall first be set forth, together with either: (1) two signatures: one from among the chairman of the board, president or any vice president (collectively, the "Operational Officers") and one from among the secretary, any assistant secretary, chief financial officer, or any assistant treasurer (collectively, the "Financial Officials"); or (2) one signature, provided that the corporate officer holds at least one office as an Operational Officer and one office as a Financial Officer for the corporation; or (3) one signature of an officer or an agent, provided that a properly executed corporate resolution authorizing such person to sign on behalf of and bind the corporation is submitted with the Bid Form. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. If bidder is a joint venture or partnership, there shall be submitted with the bid, certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, the individual who shall act in all matters relative to the Contract resulting there from for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

5. 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. No oral or telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of bids.

6. 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 the DISTRICT determines that any bid is unintelligible, inconsistent or ambiguous, the DISTRICT may reject such bid as not being responsive.

7. Examination of Site and Contract Documents. At its own expense and prior to submitting its bid, each bidder shall examine the Contract Documents; visit the site and determine the local conditions which may in any way affect the performance of the Work, including the prevailing wages and other relevant cost factors; familiarize itself with all Federal, State and local laws, ordinances, rules, regulations and codes affecting the performance of the Work, including the cost of permits and licenses required for the Work; make such surveys and investigations, including investigation of subsurface or latent physical conditions at the site or where performance of the Work at its bid price within the terms of the Contract Documents; determine the character, quality, and quantities of the Work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with the requirements of the Contract Documents. The Contract Documents show and describe the existing conditions as they are believed to have been used in the design of the Work. The DISTRICT shall not be liable for any loss sustained by the Contractor resulting from any variance between the conditions and design data given in the Contract Documents and the actual conditions revealed during the bidder's examination or during the progress of the Work. The failure or omission of any bidder to receive or examine any contract document form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall in no way relieve any bidder from any obligation with respect to his bid or to the contract. **The submission of a bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.** 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.

8. 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. All requests for bid withdrawal must be accompanied with a power-of-attorney or other proof acceptable to the DISTRICT which authorizes the individual requesting the bid withdrawal to so act on behalf of the bidder. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph shall be returned on demand therefore. No bidder may withdraw any bid for a period of **SIXTY (60)** calendar days after the date set for the opening of bids.

9. Agreements and Bonds. The Agreement form which the successful bidder, as Contractor, will be required to execute, and the form of the payment bond which such Contractor will be required to furnish in accordance with Civil Code Section 3247 prior to execution of the Agreement, are included in the Contract Documents and should be carefully examined by the bidder. Unless otherwise specified in the Special Conditions, the payment bond shall be in the amount of One Hundred percent (100%) of the amount of the Contract. The Contractor will also be required to furnish a performance bond in the amount of one hundred percent (100%) of the amount of the Contract and in the form included in the Contract Documents, and Certificates of Insurance as required in the Contract, all prior to

execution of the Contract. The payment and performance bonds must be executed by an admitted surety insurer.

10. Interpretation of Plans and Documents. 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 from the drawings and specifications, a written request for an interpretation or correction thereof may be submitted to the ARCHITECT. The bidder submitting the request shall be responsible for its prompt delivery. In case of disagreement or conflict between or within standards, specifications, and drawings, the more stringent, higher quality and greater quantity of work shall be included in the bid. Any interpretation or correction of the Contract Documents will be made solely at DISTRICT'S discretion and only by written addendum duly issued by the ARCHITECT and approved by the DISTRICT and a copy of such addendum will be hand delivered, mailed, e-mailed or faxed to each bidder known to have received 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. Requests for clarification or explanation should be submitted to ARCHITECT no later than the seventh calendar day preceding the date set for submission of bids. If discrepancies on drawing, or in specifications, or conflicts between drawing and specifications are not covered by addenda, bidder shall include in the bid the method of construction and materials resulting in the higher bid. Bidder shall become familiar with the plans, specifications and drawings. SUBMITTAL OF A BID WITHOUT CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PLANS, SPECIFICATIONS AND DRAWINGS ARE SUFFICIENT FOR BIDDING AND COMPLETING THE JOB; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE JOB IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND DRAWINGS; AND THAT THE PLANS, SPECIFICATIONS AND DRAWINGS FALL WITHIN AN ACCEPTABLE STANDARD FOR PLANS, SPECIFICATIONS AND DRAWINGS.

11. ADDENDA: Addenda issued during time of bidding shall be included in bid and shall be made a part of the Contract. Bidder shall list in the Bid Form each addendum received.

- A. Addenda will be prepared and issued to Bidders at the option of the ARCHITECT.
- B. Name and telephone number of the individual who is responsible for the bidding procedure and the receipt of Addenda shall be filed at the pick-up location.
- C. Addenda will be issued only to Bidders who have obtained bid sets at the designated pick-up location and to Plan Rooms where bid documents are on file.

- D. Addenda issued more than four (4) working days prior to the day Bids are designated to be opened, shall be mailed to Bidders and Plan Rooms via UPS, with no prior telephone notification.
- E. Bidders who have obtained bid sets at the designated pick-up location will be notified by telephone when any Addendum is issued less than four (4) working days prior to day bids are to be opened. The Addendum will be transmitted to Bidders and Plan Rooms via UPS.

In the event a material change is made by addendum within 72 hours prior to the bid deadline, the date and time to submit bids will be extended by at least 72 hours.

- F. Addenda will NOT be transmitted to Bidders or Plan Rooms via Facsimile Copier (FAX).
- G. Bidders shall be responsible for confirming they are in receipt of all addenda.

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

13. Award of Contract. The DISTRICT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. If two identical low bids are received from responsible bidders, the DISTRICT will determine which bid will be accepted pursuant to Public Contract Code Section 20117. The award of the Contract, if made by the DISTRICT, will be by action of the governing board and to the lowest responsible bidder therefore from among those bidders responsive to the call for bids. In the event an award is made to a bidder and such bidder fails or refuses to execute the Contract and provide the required documents within five (5) calendar days after notification of the award of the Contract to bidder, the DISTRICT may award the Contract to the next lowest bidder or release all bidders. **Each bid must conform and be responsive to the Contract Documents as defined in the Agreement.**

14. Alternates. If alternate bids are called for, the Notice to Contractors Calling for Bids shall specify which one of the following methods will be used to determine the lowest bid:



- (a) The lowest bid shall be the lowest bid price on the base bid without consideration of the prices on the additive or deductive items;
- (b) The lowest bid shall be the lowest total bid prices on the base bid and those additive or deductive items that are specifically identified in the Notice To Contractors Calling For Bids as being used for the purpose of determining the lowest bid price;
- (c) The lowest bid shall be the lowest total of the bid prices on the base bid and those additive or deductive items taken in order from the specifically identified list of those items as identified in the Notice To Contractors Calling For Bids and provided that said additive and/or deductive items when added to or subtracted from the base bid, are less than, or equal to, the funding amount publicly disclosed by the DISTRICT before the first bid is opened.; or
- (d) The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors from being revealed to the DISTRICT before the ranking of all bidders from lowest to highest has been determined.

A responsible bidder who has submitted the lowest bid as determined by this section shall be awarded the Contract, if it is awarded. This Paragraph does not preclude the DISTRICT from adding to or deducting from the Contract any of the additive or deductive items after the lowest responsible bidder has been determined.

15. Competency of Bidders. In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the Work covered by the bid. Each bidder agrees that, if its bid is accepted, it shall perform that portion of work designated in its bid which shall constitute at least 15% of the Work, exclusive of supervisory and clerical work, without the services of any subcontractor. By submitting a bid, each bidder agrees that the DISTRICT, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the Work. To this end, each bid shall be supported by a statement of the bidder's experience as of the recent date on the form entitled "INFORMATION REQUIRED OF BIDDER," bound herein.

The District may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of Work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the DISTRICT. In this regard, the DISTRICT may conduct such investigations as the DISTRICT deems necessary to assist in the evaluation of any bid and to

establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the Work in accordance with the Contract Documents to the DISTRICT'S satisfaction within the prescribed time; and the DISTRICT reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the DISTRICT. No bid for the Work will be accepted from a contractor who is not licensed in accordance with applicable State law.

16. Listing Subcontractors. Each bidder shall submit with the bid on form furnished with the Contract Documents, a list of the proposed subcontractors, license numbers and locations of the places of business of each subcontractor who will perform work or labor or render service to the bidder in or about the project or a subcontractor who, under subcontract to the bidder, specially fabricates and installs a portion of the work in an amount in excess of one-half (2) of one percent (1%) of the bidder's total bid, as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100, et seq.). If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate. As provided by Public Contract Code section 6109, no bidder shall list or otherwise permit a subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on the Project. If the bidder fails to specify a subcontractor for any portion of the work in excess of one half (1/2) of one percent (1%) of the bidder's total bid, the bidder agrees that he/she is fully qualified to perform that work and agrees to perform that portion of the work. Violation of this requirement (including the procurement of a subcontractor for the Project if no subcontractor is specified) can result in the DISTRICT invoking the remedies of Public Contract Code Sections 4110 and 4111.

Each bidder bidding this work shall require, pursuant to Public Contract Code Section 4108, all subcontractors providing labor and materials in excess of \$50,000 to supply an original signature and fully executed 100% Faithful Performance and 100% Payment Bond. All such subcontractor bonds shall be delivered by the successful bidder to the District within five (5) calendar days following the successful bidder's receipt of notification of the award of the Contract for the Project. The failure by or refusal of a subcontractor to comply with this requirement may result in that subcontractor's substitution consistent with Public Code Sections 4108(b) and 4107(a)(4). Each bidder bidding on the Project must specify this requirement for subcontractor bonds in its written or published request for subcontractor bids. Failure of a bidder to comply with this requirement may result in the bidder's bid being deemed unresponsive and the forfeiture to the District of the bidder's bid security.

The practice of issuing separate purchase orders and/or subcontractors for the purpose of circumventing the subcontractor bonding requirement shall not serve to exempt the Contractor from these requirements.

No payments, except for a reimbursement payment to the successful bidder for the cost of the successful bidder's own Faithful Performance and Payment Bonds, shall be made

to the successful bidder until the successful bidder provides the aforementioned subcontractor bonds to the DISTRICT.

17. Workers' Compensation. In accordance with the provisions of section 3700 of the Labor Code, the successful bidder as Contractor shall secure the payment of compensation to all employees. Contractor shall sign and file with DISTRICT the following certificate prior to performing the work under this Contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of the contract documents.

18. Contractor's License. To perform the work required by this notice, the CONTRACTOR must possess a Class **B or C39** Contractor's License, and the CONTRACTOR must maintain the license throughout the duration of the Contract. If, at the time the bids are opened, bidder is not licensed to perform the project in accordance with Division 3, Chapter 9 of the Business and Professions Code of the State of California and the Notice to Contractors Calling for Bids, such bid will be rejected as non-responsive (Public Contract Code Section 3300). Pursuant to Business and Professions Code Section 7028.15, no payment shall be made for work or materials under the Contract unless and until the Registrar of Contractors verifies to the DISTRICT that the bidder was properly licensed at the time the bid was submitted. Any bidder not so licensed is subject to penalties under the law and the Contract will be considered void and DISTRICT shall have the right to bring an action against the unlicensed bidder awarded the Contract for recovery of all compensation paid under the Contract. (Business and Professions Code Section 7031(b)). If the license classification specified hereinafter is that of a "specialty contractor" as defined in Section 7058 of the Business and Professions Code, the specialty contractor awarded the Contract for his work shall construct a majority of the work, in accordance with the provisions of Business and Professions Code Section 7059. The bidder may not use the contractor license of a third party for this bid.

19. 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, physical disability, mental disability, medical condition, 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 any such Contractor and if applicable, shall complete and submit with its bid the Equal Employment Opportunity Status Report included as part of the Bid Form.

20. Hold Harmless. The Contractor shall indemnify and hold harmless the DISTRICT, ARCHITECT, and INSPECTOR OF RECORD, their officers, agents, and

employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in the Agreement, except for liability resulting from the sole negligence, or willful misconduct of the DISTRICT, ARCHITECT, and INSPECTOR OF RECORD, their officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and except for liability resulting from the active negligence of the DISTRICT, ARCHITECT, and INSPECTOR OF RECORD.
- (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the DISTRICT, ARCHITECT, and INSPECTOR OF RECORD, arising out of, or in any way connected with the work covered by the Agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract, and not by the active negligence of the DISTRICT, ARCHITECT, or INSPECTOR OF RECORD.
- (c) Any failure or alleged failure to comply with any provision of law or the Contract Documents.
- (d) Any dispute between CONTRACTOR and CONTRACTOR'S subcontractors/suppliers/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 Material man 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.
- (e) In the event CONTRACTOR is required to access the DISTRICT'S computer system or network in the performance of the Contract, the CONTRACTOR shall provide 48-hours advance notification to the DISTRICT. In the event such access infects the DISTRICT'S computer network, system, or device with a virus, Trojan Horse, worm, or any other computer programming routine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system data or

personal information, CONTRACTOR agrees to indemnify DISTRICT and pay for any and all losses, damages and expenses incurred by DISTRICT to remedy any such infection.

The Contractor, at Contractor's own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, ARCHITECT, or INSPECTOR OF RECORD, their officers, agents or employees, or any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, ARCHITECT, or INSPECTOR OF RECORD, their officers, agents or employees in any action, suit or other proceedings as a result thereof.

21. Surety Qualifications and Proof of Sufficiency. All surety companies which are admitted Surety insurers pursuant to California Code of Civil Procedure Section 995.120 and comply with the provisions of California Code of Civil Procedure Sections 995.630 and 995.660 shall be satisfactory to the DISTRICT.

22. Time Period for Completion of the Work. All Work must be completed within the time limits set forth in the Notice to Contractors Calling for Bids.

23. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350 et seq., the successful bidder will be required to execute a Drug-Free Workplace Certificate upon execution of the Agreement. The Contractor will be required to take positive measures outlined in the certificate in order to insure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

24. Required Certifications: Bid Form: All bidders are required to execute and **submit together with the Bid Form**, the following certifications:

- A. Bidders Non-collusion Declaration, identified herein as Attachment No. 1 to Bid Form as required by Public Contract Code, Section 7106.
- B. Designation of Subcontractors, identified herein as Attachment No. 2 to Bid Form.
- C. Certified or Cashier's Check consistent with Paragraph 3 above or Bid Bond, identified herein as Attachment No. 3 to Bid Form.
- D. Information Required of Bidder, identified herein as Attachment No. 4 to Bid Form.
- E. Bidder's Acknowledgement of Project Schedule, identified herein as Attachment No. 5 to Bid Form.
- F. Roof Project Financial Disclosure Certificate

25. REQUIRED CERTIFICATIONS, AGREEMENT: Concurrent with submission of the Agreement, the successful bidder shall submit the following documents:

- A. Performance Bond identified herein as Attachment No. 1 to Agreement
- B. Payment Bond identified herein as Attachment No. 2 to Agreement
- C. Workers Compensation Certification, identified herein as Attachment No. 3 to Agreement.
- D. Drug-Free Workplace Certification, identified herein as Attachment No. 4 to Agreement.
- E. Conduct Rules for Contractors, identified herein as Attachment No. 5 to Agreement.

26. REQUIRED CERTIFICATIONS; PRIOR TO COMMENCING WORK: Prior to commencing work on the Project, the successful bidder shall submit the following certifications:

- A. Criminal Records Check Certification. If any portion of the Work for the Project is to be performed at an operating school, the successful bidder and its subcontractors shall be required to comply with the applicable requirements of Education Code Section 45125.2 with respect to fingerprinting of employees who may have contact with the DISTRICTS pupils. The successful bidder and its subcontractors will be required to complete the Criminal Records Check Certification Form prior to commencing Work on the Project.
- B. Asbestos And Other Hazardous Materials Certification. The successful bidder shall be required to execute and submit to the DISTRICT an Asbestos and Other Hazardous Materials Certification prior to commencing Work on the Project.
- C. Lead-Based Paint Certification. Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, the successful bidder will be required to complete a Lead-Based Paint Certification prior to commencing Work on the Project.

27.  (Required unless box is checked) The District has adopted a Labor Compliance Program ("LCP") approved by the California Department of Industrial Relations (ADIR@) consistent with Labor Code Section 1771.7. Each bidder agrees that if its bid is accepted, it shall comply with the provisions of the DISTRICTS LCP. The successful bidder

and all subcontractors utilized by the successful bidder on the project shall maintain and furnish to the DISTRICT, or its designated representative, in a periodic basis as directed by the DISTRICT, but in no event less frequent than once each month, certified copies of weekly payroll reports signed under penalty of perjury. The DISTRICT, or its designated representative, shall review the payroll reports to verify compliance with the prevailing wage requirements and shall conduct audits as it deems necessary. The prevailing rate of per diem wages and a description of employer payments are on file at the DISTRICT OFFICE and are available to any interested party upon request. If the payroll records or reports are delinquent or inadequate, the DISTRICT shall withhold contract payments. Additionally, if after an investigation, it is established that an underpayment occurred, the DISTRICT shall withhold contract payments equal to the amount of underpayment and applicable penalties. The DISTRICT thereafter shall follow the requirements regarding notice to the prime contractor or subcontractor as provided in Labor Code Section 1771.6.

As required by Sections 1773 and 1773.2 of the California Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages in the locality in which the Work is to be performed. Copies of these wage rate determinations, entitled PREVAILING WAGE SCALE, are maintained at the DISTRICT office and are available to any interested party upon request. The Contractor shall post a copy of this document at each job site. The Contractor and any subcontractor under it shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the Contract. Certified payroll records will be required and will be checked by the DISTRICT, or its assigned third party.

28. Employment of Apprentices. The CONTRACTOR and all Subcontractors shall comply with the DISTRICT'S LCP and 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 all its Subcontractors shall comply with the requirements of said sections, including applicable portions of all subsequent amendments in the employment of apprentices. The CONTRACTOR shall have full responsibility for compliance with said Labor Code sections, for all apprenticeable occupations, regardless of any other contractual or employment relationship alleged to exist.

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

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

**END OF SECTION**

**BID FORM**

TO: ONTARIO-MONTCLAIR SCHOOL DISTRICT, acting by and through its Governing Board, herein called the "DISTRICT":

FROM: \_\_\_\_\_  
(Proper Name of Bidder)

1. Pursuant to your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having become familiarized with the terms of the complete contract, as defined in the Agreement, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner all of the work required, including sheeting, shoring and bracing, or equivalent method for protection of life and limb in trenches and open excavation in conformance with applicable safety orders, in connection with the following:

**Project: RE-ROOFING KINGSLEY ELEMENTARY SCHOOL  
BUILDINGS E & G  
CONTRACT C-134-393, Project AE70**

all in strict conformity with the complete contract as defined in the Agreement, including addenda nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, on file at the ARCHITECT'S Office

**BASE BID:**

\_\_\_\_\_ **Dollars \$**  
CASH PRICE IN WORDS AND IN NUMBERS

**ALLOWANCE: Fifteen Thousand and 00 Dollars (\$ 15,000.00)**

Allowance will be used for any unforeseen conditions as determined by district. Any unused portion of the allowance will be credited back to Ontario-Montclair School District. Allowance is not to include profit or overhead.

**TOTAL BASE BID + ALLOWANCE**

\$ \_\_\_\_\_ **Dollars \$**  
CASH PRICE IN WORDS AND IN NUMBERS



2. Each individual bid term shall be determined, reviewing the plans and specifications, and all other portions of the contract documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary for the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work: tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work; and bonds, insurance and submittals; all as per the requirements of the contract documents, whether or not expressly listed or designated.

3. In submitting this bid, the bidder acknowledges that the General Conditions for the Project are an integral part of the Contract Documents and that the General Conditions have been read, understood and accepted by bidder. The bidder understands and agrees not to disclaim knowledge of the meaning and effect of any term or provision of the General Conditions and agrees to strictly abide by their meaning and intent.

4. TIME FOR COMPLETION: **PROJECT WILL BE FOR A PERIOD OF THIRTY (30) CALENDAR DAYS** from the date stated in the Notice to Proceed. Failure to complete the work within the specified time will result in the imposition of liquidated damages for each day of delay as specified in the Information for Bidders. Contract will be for one year, from date stated in the District's Notice of Proceed for the Project. Said Notice shall not be issued prior to five (5) days after award of the contract and shall not require work to be commenced less than forty-eight (48) hours following the Contractor's receipt of the Notice to Proceed.

TIME IS OF THE ESSENCE. AS MORE PARTICULARLY DESCRIBED IN THE AGREEMENT, IF THE WORK IS NOT COMPLETED WITHIN THE CONTRACT TIME SPECIFIED IN THE NOTICE TO CONTRACTORS CALLING FOR BIDS PLUS ANY AUTHORIZED EXTENSIONS OF TIME, THEN (a) AS COMPENSATION TO THE DISTRICT FOR THE LOSS OF THE BENEFICIAL USE OF THE PROJECT DURING THE PERIOD OF THE DELAY, THERE SHALL BE ASSESSED AGAINST THE CONTRACTOR AWARDED THE CONTRACT AS LIQUIDATED DAMAGES, BUT NOT AS A PENALTY, THE SUM OF **THREE HUNDRED AND 00/100 DOLLARS (\$300.00)** FOR EACH DAY THEREAFTER UNTIL THE DATE THAT PHYSICAL COMPLETION OF THE WORK AND THE PROJECT HAS REACHED COMPLETION, AND (b) AS COMPENSATION FOR THE ACTUAL ADDITIONAL OUT-OF-POCKET COSTS AND EXPENSES INCURRED BY THE DISTRICT AS A RESULT OF THE DELAY IN COMPLETION, THERE SHALL ALSO BE ASSESSED AGAINST THE CONTRACTOR AWARDED THE CONTRACT THE ACTUAL AND VERIFIABLE OUT-OF-POCKET COSTS AND EXPENSES INCURRED BY THE DISTRICT AS A RESULT OF THE DELAY (SUCH AS, FOR EXAMPLE, ADDITIONAL COMPENSATION PAID TO THE DISTRICT'S ARCHITECT, CONSTRUCTION MANAGER(S) AND OTHER CONSULTANT(S) AND THE LEGAL FEES AND EXPENSES INCURRED BY THE DISTRICT IN CONNECTION WITH THE DELAY).

5. It is understood that the DISTRICT reserves the right to reject this bid and that

this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.

6. The required Non-Collusion Declaration is hereto attached (Attachment No. 1 to Bid Form).

7. The required Designation of Subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) are complete and in compliance with the Subletting and Subcontracting Fair Practices Act. (Attachment No. 2 to Bid Form.)

8. The required bid security is hereto attached (Attachment No. 3 to Bid Form).

9. The required Information Required of Bidder is hereto attached (Attachment No. 4 to Bid Form).

10. The required Bidder's Acknowledgement of Project Schedule is hereto attached (Attachment No. 5 to Bid Form)

11. If applicable, the required Disabled Veteran Business Enterprise (DVBE) certification forms will be submitted in accordance with the Notice to Contractors Calling for Bids.

12. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that the undersigned will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond as specified along with all other documents specified in Section 3 of the Information For Bidders Form, all within the five (5) calendar days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract on the date to be stated in the DISTRICT'S Notice to Proceed delivered to the Contractor, and shall be completed by the Contractor in the time specified in the contract documents.

13. Communications conveying acceptance of bids, requests for additional information or other correspondence should be addressed to the undersigned at the address stated below.

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14. The name of all persons interested in the foregoing proposal as principals are as follows:

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

15. Pursuant to Government Code section 4552, in submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.

16. If the bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of \_\_\_\_\_ and that \_\_\_\_\_ whose title is \_\_\_\_\_ and \_\_\_\_\_ whose title is \_\_\_\_\_ is/are authorized to act for and bind the corporation. See Paragraph 4 of Information for Bidders Form for additional information.

17. It is understood and agreed that, should bidder fail or refuse to return executed copies of the Agreement, each of the certificates specified in Section 3 of the Information For Bidders Form, Certification of Insurance, and required bonds to the DISTRICT within five (5) calendar days of receiving notice of the award of the contract to bidder, the security may be forfeited to the DISTRICT as liquidated damages.

18. The undersigned hereby warrants that the bidder has the appropriate license(s) listed below, in accordance with the act providing for the registration of contractors' License number(s) and that such license entitles the bidder to provide the work; that such license(s) will be in full force and effect throughout the duration of performance under this contract; and that any and all subcontractors to be employed will have appropriate licenses.

Listed below are all our Contractor license(s)/number(s) and other specific information:

Bidder's California Contractor's  
License Number:

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License expiration date:

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Name on License:

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Type of License:

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Phone Number:

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Fax Number:

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19. The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, and read the accompanying Information for Bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the contract, Special Conditions for the contract and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

20. In submitting this bid, the bidder agrees that if its bid is accepted, it shall perform at least 15% of the total work under the contract, exclusive of supervisory and clerical work, and without the services of any subcontractor. The work to be performed by the bidder in satisfaction of this requirement is set forth below:

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21. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT and ARCHITECT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

22. The bidder is familiar with Government Code Section 12650, et seq. and Penal Code Section 72 and understands that false claims can lead to imprisonment.

23. It is understood and agreed that if, requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

The undersigned hereby declares that all of the representations of this bid are true and correct and are made under penalty of perjury under the laws of the State of California and covenants that it has complied with the signature requirements described in Paragraph 4 of the Information for Bidder Form.

**All signatures must be made in permanent blue ink.**

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

Contractor Signed by: \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_

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

Signed by: \_\_\_\_\_ Partner

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

Date: \_\_\_\_\_

Other Partners: \_\_\_\_\_

\_\_\_\_\_

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

(a \_\_\_\_\_ Corporation<sup>1</sup>)

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

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

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<sup>1</sup> A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

Chairman of Board/President/Vice President

Date: \_\_\_\_\_

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

Secretary/Chief Financial Officer/Assistant Treasurer

Date: \_\_\_\_\_

[Seal and Attest]

Joint Venture Name: \_\_\_\_\_, Joint Venture

Date: \_\_\_\_\_

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

\_\_\_\_\_

Other Parties to Joint Venture:

If an individual: \_\_\_\_\_

(Signature)

Doing Business as: \_\_\_\_\_

If a Partnership: \_\_\_\_\_

Signed by: \_\_\_\_\_, Partner

If a Corporation: \_\_\_\_\_

(a \_\_\_\_\_ Corporation)

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

Chairman of Board/President/Vice President

Date: \_\_\_\_\_

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

Secretary/Chief Financial Officer/Assistant Treasurer

Date: \_\_\_\_\_

[Seal and Attest]

## **FORMS TO BE SUBMITTED**

***To be submitted with Bid Form. Refer to Notice to Contractors Calling for Bids for Submittal Deadline:***

1. Non-Collusion Declaration
2. Site Visit Certification
3. Designation of Subcontractors
4. Bid Bond, Certified or Cashier's Check
5. Information Required of Bidder
6. Bidder's Acknowledgement of Project Schedule

***To be Returned With Executed Contract of Successful Bidder:***

1. Performance Bond
2. Payment Bond
3. Contractor's Certificate Regarding Workers Compensation
4. Drug-Free Workplace Certification
5. Statement of Intent to Meet DVBE Participation Goal, if applicable
6. Conduct Rules for Contractors

***To be Returned Prior to Commencing Work***

1. Criminal Records Check Certification
2. Asbestos and Other Hazardous Materials Certification
3. Lead-Based Paint Certification

**ATTACHMENT NO. 1 TO BID FORM**

California Uniform Public Construction Cost Accounting Act

**RE-ROOFING KINGSLEY ELEMENTARY SCHOOL  
BUILDINGS E & G  
CONTRACT C-134-393  
PROJECT AE70**

**NONCOLLUSION DECLARATION TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID**  
(Public Contract Code section 7106)

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, 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].

Name of Contractor (Print or Type) \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_



**ATTACHMENT NO. 2 TO BID FORM**

**SITE VISIT CERTIFICATION**

**California Uniform Public Construction Cost Accounting Act**

**RE-ROOFING KINGSLEY ELEMENTARY SCHOOL  
BUILDINGS E & G  
CONTRACT C-134-393  
PROJECT AE70**

I certify that I have visited the site of the proposed work and have fully acquainted myself with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the work under contract.

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

I fully indemnify ONTARIO-MONTCLAIR SCHOOL DISTRICT and the ARCHITECT, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit to the site.

\_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
(Type name of Bidder)

SUBSCRIBED BEFORE ME on this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
(Notary Public)

My commission expires: \_\_\_\_\_

## **ATTACHMENT NO. 3 TO BID FORM**

### **California Uniform Public Construction Cost Accounting Act**

#### **RE-ROOFING KINGSLEY ELEMENTARY SCHOOL BUILDINGS E & G CONTRACT C-134-393 PROJECT AE70**

#### **DESIGNATION OF SUBCONTRACTORS**

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4, commencing at Section 4100, Division 2, Part 1 of the Public Contract Code of the State of California) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid and (b) the portion of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. The successful prime contractor shall provide the District within ten (10) days from notification of award a complete list of all subcontractors named below, including license numbers, classifications and expiration dates.

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

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by any one other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

A prime contractor violating any of the provisions of Section Public Contract Code Section 4100 et seq. shall be deemed to be in violation of this contract and the DISTRICT may exercise, after providing the Prime Contractor with the opportunity to a public hearing, the option, in its own discretion, of (1) canceling the contract or (2) assessing the prime contractor a penalty in an amount of not more than ten percent (10%) of the amount of the subcontract involved.

Prime contractors bidding this work shall require, pursuant to Public Contract Code Section 4108, all subcontractors providing labor and materials in excess of \$50,000 to supply an original signature and fully executed 100% Faithful Performance and 100% Payment Bond. All such subcontractor bonds shall be delivered by the Prime Contractor to the District within five (5) calendar days following the Prime Contractors receipt of notification of the award of the Contract(s) for the Project. The failure by or refusal of a subcontractor to comply with this requirement may result in that subcontractors substitution consistent with Public Contract Code Sections 4108(b) and 4107(a)(4). All Prime Contractors bidding on the Project must specify this requirement for subcontractor bonds in their written or published request for subcontractor bids. Failure of a Prime Contractor to comply with this requirement may result in the Prime Contractors bid being deemed non-responsive and the forfeiture to the District of the Prime Contractors bid security.

The practice of issuing separate purchase orders and/or subcontractors for the purpose of circumventing the subcontractor bonding requirement shall not serve to exempt the Contractor from these requirements.

No payments, except for a reimbursement payment to the Prime Contractor for the cost of the Prime Contractors own Faithful Performance and Payment Bonds, shall be made to the Prime Contractor until the Prime Contractor provides the aforementioned subcontractor bonds to the District.

Note: If alternate bids are called for and bidder intends to use a different or additional subcontractor on the alternates, a separate list of subcontractors must be provided for each such alternate.

**DESIGNATION OF SUBCONTRACTORS**

<b>Subcontractor</b>	<b><u>Portion of Work</u></b>	<b><u>Location and Place of Business</u></b>	<b><u>License No.</u></b>

In signing below, the prime contractor covenants that it has complied with the signature requirements described in Paragraph 4 of the Information for Bidder Form.

Date: \_\_\_\_\_

\_\_\_\_\_  
Proper Name of Bidder

By \_\_\_\_\_

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

Address \_\_\_\_\_

\_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_

Fax (\_\_\_\_) \_\_\_\_\_

**ATTACHMENT NO. 4 TO BID FORM**

**BID BOND**

KNOWN ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure Section 995.120, legally doing business in California at \_\_\_\_\_, are held and firmly bound unto the **Ontario-Montclair School District**, hereinafter called the DISTRICT, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said DISTRICT for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted to DISTRICT the accompanying bid dated \_\_\_\_\_, 2014 to enter into a contract in writing for the

**California Uniform Public Construction Cost Accounting Act  
RE-ROOFING KINGSLEY ELEMENTARY SCHOOL  
BUILDINGS E & G  
CONTRACT C-134-393  
PROJECT AE70**

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or if no period be specified, within (5) days after the prescribed forms are presented to Principal for signature, enter into a written contract with the DISTRICT, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the DISTRICT the difference between the amount specified in said bid and the amount for which the DISTRICT may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the DISTRICT in again calling for bids, then the above obligation shall be void and of no effect, otherwise said obligation shall remain in full 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 to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

California Uniform Public Construction Cost Accounting Act

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

In signing below, the prime contractor covenants that it has complied with the signature requirements described in Paragraph 4 of the Information for Bidder Form.

IN WITNESS WHEREOF the parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 2014, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal of  
Principal, if Corporation)

\_\_\_\_\_  
Principal (Proper Name of Bidder)

By \_\_\_\_\_

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

\_\_\_\_\_  
Title(s)

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

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

\_\_\_\_\_  
Title(s)

(Corporate Seal of Surety)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

(Attach Attorney-in-Fact  
Certificate and Required  
Acknowledgments)

\_\_\_\_\_  
\_\_\_\_\_  
Name and Address of California  
Agent of Surety

\_\_\_\_\_  
Telephone Number of California  
Agent of Surety

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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**ATTACHMENT NO. 5 TO BID FORM**

California Uniform Public Construction Cost Accounting Act

**RE-ROOFING KINGSLEY ELEMENTARY SCHOOL  
BUILDINGS E & G  
CONTRACT C-134-393  
PROJECT AE70**

**INFORMATION REQUIRED OF BIDDER**

**General Information**

The Bidder shall furnish the following information. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder's firm and any of its officer, directors, shareholders, parties and principals.

(1) Firm name and address:

\_\_\_\_\_  
\_\_\_\_\_

(2) Telephone: \_\_\_\_\_

(3) Type of firm: (Check one)

Individual\_\_\_\_ Partnership\_\_\_\_ Corporation\_\_\_\_ Joint Venture\_\_\_\_

(4) Contractor's License: Primary class \_\_\_\_\_

Lic. No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Supplemental classifications held, if any, and license number(s) and expiration date(s):

\_\_\_\_\_

No payment shall be made for work or material under the contract unless and until the Registrar of Contractors verifies to the DISTRICT that the CONTRACTOR was properly licensed at the time the contract was awarded and CONTRACTOR continues to be so licensed throughout the term of the Contract. Any CONTRACTOR not so licensed is subject to penalties under the law.

The DISTRICT is required to verify license prior to awarding a bid. State law generally provides it is a misdemeanor to submit a bid to a public agency without having a license.

(5) Have you ever been licensed under a different name or different license number?



If Yes, give name and license number:

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(6) Names and titles of all officers of the firm:

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(7) Number of years as a contractor in construction work of this type: \_\_\_\_\_

(8) Person who inspected site of the proposed work for your firm:

Name and Title: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_

(9) How many years experience in school construction work has your organization had?

---

(a) as a general contractor? \_\_\_\_\_

(b) as a subcontractor? \_\_\_\_\_

(10) Has your firm or any of its principals defaulted so as to cause a loss to a surety? \_\_\_\_  
If the answer is "Yes", give dates, name and address of surety and details.

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(11) Have you been assessed liquidated damages for any project in the past three years?

\_\_\_\_\_  
If Yes, explain:

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(12) Have you been in litigation on a question relating to your performance on a contract during the past three years? \_\_\_\_\_ If Yes, explain, and provide case name and number:

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(13) Have you ever failed to complete a project in the last three years? \_\_\_\_\_

If so, give owner and details:

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- (14) List the names, addresses and telephone numbers of three Architects or Engineers whose jobs have worked on in the past three years.

<u>Name</u>	<u>Address</u>	<u>Telephone</u>
_____	_____	( ) _____
_____	_____	( ) _____
_____	_____	( ) _____
_____	_____	( ) _____

- (15) Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District or Architect? \_\_\_\_\_  
If so, please elaborate.

---

---

**INFORMATION REQUIRED BY BIDDER**

**List of References**

The following information should contain persons or entities familiar with the Bidder's Work:

1. Name of Agency: \_\_\_\_\_  
Agency Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Type of Construction Project: \_\_\_\_\_  
\_\_\_\_\_  
Contract Amount: \_\_\_\_\_
  
2. Name of Agency: \_\_\_\_\_  
Agency Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Type of Construction Project: \_\_\_\_\_  
\_\_\_\_\_  
Contract Amount: \_\_\_\_\_
  
3. Name of Agency: \_\_\_\_\_  
Agency Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Type of Construction Project: \_\_\_\_\_  
\_\_\_\_\_  
Contract Amount: \_\_\_\_\_

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this \_\_\_\_ day of \_\_\_\_\_, 2014 \_\_\_\_, at \_\_\_\_\_, County of \_\_\_\_\_ State of \_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_  
Title

**ATTACHMENT NO. 6 TO BID FORM**

**BIDDER'S ACKNOWLEDGEMENT OF PROJECT SCHEDULE**

**California Uniform Public Construction Cost Accounting Act**

**RE-ROOFING KINGSLEY ELEMENTARY SCHOOL  
BUILDINGS E & G  
CONTRACT C-134-393  
PROJECT AE70**

The undersigned acknowledges that he/she has carefully and thoroughly reviewed the Project Schedule, attached herein, and made a part of the Contract Documents.

The undersigned fully understands the manpower requirements necessary to complete the Project in accordance with the Project Schedule, and agrees to furnish all labor, materials and equipment necessary, upon DISTRICT's acceptance of Bidder's proposal, to fully comply with the Project Schedule. The undersigned agrees to comply with any and all adjustments to the Project Schedule, as may be directed by the DISTRICT, and which may be required to ensure project completion as stipulated in the Contract Documents.

The undersigned acknowledges that failure to comply with the above could result in delays to other contractors, whose bona fide and substantiated cost impacts, due to said delays, shall be borne by the undersigned.

**ACKNOWLEDGED AND AGREED:**

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

\_\_\_\_\_  
Contractor

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

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

Title: \_\_\_\_\_

**AGREEMENT**

THIS AGREEMENT, dated the 2nd day of May, 2014, in the County of San Bernardino, State of California, by and between the Ontario-Montclair School District, hereinafter referred to as "DISTRICT" or "OWNER" and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR."

**WITNESSETH:**

That the DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. Contract:

The complete contract includes all of the contract documents, including the Notice to Contractors Calling For Bids, Information for Bidders, Bid Form, Non-collusion Declaration, Designation of Subcontractors, Information Required of Bidder, Bidder's Acknowledgement of Project Schedule, Performance Bond, Payment Bond, Contractor Prequalification Documents, if required, Workers' Compensation Certification, Drug-Free Workplace Certification, Statement of Intent to Meet DVBE Participation Goal, if applicable, DVBE Compliance Forms, if applicable, Site Visit Certification Form, Lead Based Paint Certification, Asbestos and Other Hazardous Materials Certification, Escrow Agreement for Security Deposits in Lieu of Retention, if applicable, Criminal Records Check Certification, Conduct Rules for Contractor(s), Shop Drawing Transmittal Form, Change Order Form, Guarantee, Insurance Policies, General Conditions, Special Conditions if any, Plans, Drawings, Specifications, this Agreement, and all modifications and amendments thereto, and by this reference are incorporated herein (the "Contract Documents"). The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Statement of Work:

The work required to be performed by this Agreement shall be subject to the payment of prevailing wages, as described in the Labor Code, by the CONTRACTOR and each subcontractor on the project. The prevailing rate of per diem wages and a description of employer payments are on file at the DISTRICT'S facilities office and are available to any interested party upon request. Consistent with Labor Code Section 1771.7, the DISTRICT has adopted a Labor Compliance Program ("LCP") approved by

the California Department of Industrial Relations. Unless otherwise provided in the Notice to Contractors Calling for Bids, CONTRACTOR and each subcontractor utilized by CONTRACTOR on the following-described work shall comply with the DISTRICT'S approved LCP.

CONTRACTOR shall perform that work designated in CONTRACTOR'S Bid Form which constitutes at least 15% of the total work, exclusive of supervisory and clerical work, without the services of any subcontractor. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services as described in the complete contract and required for the work described as follows:

### **California Uniform Public Construction Cost Accounting Act**

**RE-ROOFING KINGSLEY ELEMENTARY SCHOOL  
BUILDINGS E & G  
CONTRACT C-134-393  
PROJECT AE70**

in accordance with drawings and specifications. All of said work to be performed and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with the plans, drawings, specifications and provisions of the complete contract as hereinabove defined. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act 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 three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Contract Documents.

3. Compensation:

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 \_\_\_\_\_ said sum being the total amount of the following amounts stipulated in the proposal: Payment shall be made as set forth in the General Conditions.

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.

4. Time For Completion:

**PROJECT WILL BE FOR A PERIOD OF THIRTY (30) CALENDAR DAY PROJECT** from the date stated in the Notice to Proceed. Contract shall begin within five (5) calendar days from the date stated in the Notice to Proceed. Said Notice shall not be issued prior to five (5) calendar days after award of the Contract, and shall not require that work be commenced less than forty-eight (48) hours from the date of issuance of said Notice. Failure to complete the Work within the time set forth herein will result in the imposition of liquidated damages for each day of delay, in the amount set forth in the Information for Bidders.

5. Liquidated Damages:

Time is of the essence. IT IS AGREED BY THE CONTRACTOR AND THE DISTRICT THAT, IF THE PROJECT FAILS TO REACH SUBSTANTIAL COMPLETION WITHIN THE CONTRACT TIME PLUS ANY AUTHORIZED EXTENSIONS OF TIME HEREUNDER, THEN (a) AS COMPENSATION TO THE DISTRICT FOR THE LOSS OF THE BENEFICIAL USE OF THE PROJECT DURING THE PERIOD OF THE DELAY, THERE SHALL BE ASSESSED AGAINST CONTRACTOR AS LIQUIDATED DAMAGES, BUT NOT AS A PENALTY, THE SUM OF **THREE HUNDRED AND 00/100 DOLLARS (\$300.00)** FOR EACH DAY THEREAFTER UNTIL THE DATE THAT PHYSICAL COMPLETION OF THE WORK AND THE PROJECT HAS REACHED COMPLETION, AND (b) AS COMPENSATION FOR THE ACTUAL ADDITIONAL OUT-OF-POCKET COSTS AND EXPENSES INCURRED BY THE DISTRICT AS A RESULT OF THE DELAY



IN COMPLETION, THERE SHALL ALSO BE ASSESSED AGAINST THE CONTRACTOR THE ACTUAL AND VERIFIABLE OUT-OF-POCKET COSTS AND EXPENSES INCURRED BY THE DISTRICT AS A RESULT OF THE DELAY (SUCH AS, FOR EXAMPLE, ADDITIONAL COMPENSATION PAID TO THE DISTRICT'S ARCHITECT, CONSTRUCTION MANAGER(S) AND OTHER CONSULTANT(S) AND THE LEGAL FEES AND EXPENSES INCURRED BY THE DISTRICT IN CONNECTION WITH THE DELAY). IT IS HEREBY AGREED BY THE CONTRACTOR AND THE DISTRICT THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGE TO THE DISTRICT SHOULD THE ENTIRE WORK AND PROJECT NOT BE COMPLETED WITHIN THE TIME PERIOD SPECIFIED ABOVE PLUS ANY AUTHORIZED EXTENSIONS OF TIME HEREUNDER AND THE DISTRICT BE DEPRIVED OF THE BENEFICIAL OCCUPANCY OF THE PROJECT AS A RESULT THEREOF. THE LIQUIDATED DAMAGES PROVIDED FOR IN (a) ABOVE OF THIS PARAGRAPH REPRESENT THE PARTIES' REASONABLE ESTIMATE OF THE ACTUAL DAMAGES THAT THE DISTRICT WILL INCUR IF ITS BENEFICIAL USE OF THE PROJECT IS DELAYED BEYOND THE EXPIRATION OF THE CONTRACT TIME AND SUCH LIQUIDATED DAMAGES DO NOT CONSTITUTE A PENALTY NOR ARE THEY INTENDED TO COMPENSATE THE DISTRICT FOR (OR COVER) THE ACTUAL OUT-OF-POCKET DAMAGES INCURRED BY THE DISTRICT IN CONNECTION WITH ANY SUCH DELAY (WHICH ACTUAL OUT-OF-POCKET DAMAGES SHALL BE SEPARATELY RECOVERABLE BY THE DISTRICT PURSUANT TO PARAGRAPH 5(b)). THE PAYMENT OF THE AMOUNTS DESCRIBED IN PARAGRAPH 5(a) AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTION 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO THE DISTRICT PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. THE PARTIES EXPRESSLY AGREE THAT THE DISTRICT SHALL BE PERMITTED TO RECOVER ITS ACTUAL OUT-OF-POCKET DAMAGES INCURRED AS A RESULT OF ANY DELAY IN COMPLETION (IN ADDITION TO THE LIQUIDATED DAMAGES THAT MAY BE RECOVERED FOR THE LOSS OF THE BENEFICIAL USE OF THE PROJECT DURING THE PERIOD OF THE DELAY), AND THAT SUCH ACTUAL OUT-OF-POCKET DELAY DAMAGES ARE NOT LIQUIDATED HEREUNDER, BECAUSE UNLIKE THE DAMAGES RESULTING FROM THE LOSS OF THE BENEFICIAL USE OF THE PROJECT, SUCH ACTUAL OUT-OF-POCKET DAMAGES ARE NOT IMPRACTICABLE OR DIFFICULT TO FIX.

CONTRACTOR'S INITIALS: \_\_\_\_\_

DISTRICT'S INITIALS: \_\_\_\_\_

The DISTRICT may deduct liquidated and/or actual out-of-pocket delay damages described in Paragraph 5 from any unpaid amounts then or thereafter due the CONTRACTOR under this Agreement in accordance with Article 65 of the General Conditions. Any liquidated and/or actual out-of-pocket delay damages not so deducted from any unpaid amounts due the CONTRACTOR shall be payable to the DISTRICT at the demand of the DISTRICT, together with interest thereon from the date of demand until paid at a rate equal to ten percent (10%) per annum.

6. Indemnification:

(a) The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, ARCHITECT, and INSPECTOR OF RECORD, their officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- (1) Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, ARCHITECT, or INSPECTOR OF RECORD, their officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and except for liability resulting from the active negligence of the DISTRICT, ARCHITECT, or INSPECTOR OF RECORD.
- (2) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the DISTRICT, ARCHITECT, or INSPECTOR OF RECORD arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract, and not by the active negligence of the DISTRICT, ARCHITECT, or INSPECTOR OF RECORD.

(3) In the event CONTRACTOR is required to access the DISTRICT'S computer system or network in the performance of the Contract, the CONTRACTOR shall provide 48-hours advance notification to the DISTRICT. In the event such access infects the DISTRICT'S computer network, system, or device with a virus, Trojan Horse, worm, or any other computer programming routine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system data or personal information, CONTRACTOR agrees to indemnify DISTRICT and pay for any and all losses, damages and expenses incurred by DISTRICT to remedy any such infection.

(b) The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, ARCHITECT, or INSPECTOR OF RECORD, their officers, agents or employees, or any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, ARCHITECT, or INSPECTOR OF RECORD, their officers, agents or employees in any action, suit or other proceedings as a result thereof.

(c) In accordance with Section 9201 of the Public Contract Code, the DISTRICT shall timely notify the CONTRACTOR of any third-party claim it receives relating to the Contract. The CONTRACTOR shall promptly reimburse DISTRICT for the reasonable costs incurred in providing the CONTRACTOR such notification.

7. Insurance:

CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this contract, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the following policies issued by insurance companies authorized to transact business in the State of California and which comply with all requirements of the Department of Insurance for the State of California:

A. Contractor's Liability Insurance

1. Worker's Compensation

X	State:	Statutory
	Voluntary Compensation	Same as State Workers
	(by any exempt entities):	Compensation
	Applicable Federal (e.g.,	

Longshoremen, harbor work,  
work at or outside U.S. Boundaries):

X    Employer's Liability Benefits required by Union  labor contracts:	Statutory \$1,000,000.00 Each accident As applicable
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2.    General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage); Can be combined Single Limit (CSL).

- |   |                                 |
|---|---------------------------------|
| a.    Bodily Injury:<br>\$1,000,000.00<br><br>\$2,000,000/00  | Each<br>Occurrence<br>Aggregate |
| b.    Property Damage:<br>\$1,000,000.00<br><br>\$2,000,000.00  | Each<br>Occurrence<br>Aggregate |
| c.    Products and Completed Operations Insurance shall be maintained for a minimum period of one (1) year after final payment and the CONTRACTOR shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period. |                                 |
| d.    Property Damage Liability Insurance shall include coverage for the following hazards:<br>X    X (Explosion)<br>X    C (Collapse)<br>X    U (Underground)  |                                 |
| e.    Contractual Liability (Hold Harmless Coverage): Include in CSL Form<br>(1)    Bodily Injury:<br>\$1,000,000.00  |                                 |
|   | Each<br>Occurrence              |

\$2,000,000/00

Aggregate

(2) Property Damage:

\$1,000,000.00

Each Occurrence

\$2,000,000.00

Aggregate

f. Personal Injury (with Employment Exclusion deleted, if applicable):

\$1,000,000.00 per occurrence

Aggregate subject to CSL Aggregate

g. If the General Liability policy includes General Aggregate, such General Aggregate shall be not less than \$2,000,000.00. Policy shall be endorsed to have General Aggregate apply to this Project only:

\_\_\_\_\_ Yes \_\_\_\_\_ No

***If Contractor's Contract (Total Bid Price) is expected to be more than \$500,000.00, the following excess liability coverage is required:***

3. Umbrella Excess Liability:

\$4,000,000.00

OverPrimary insurance

\$ 10,000.00

Retention

4. Automobile Liability (owned, non-owned, hired):

a. Bodily Injury:

\$1,000,000.00 CSL

\$1,000,000.00

Each Person

\$1,000,000.00

Each Accident

b. Property Damage:

\$1,000,000.00

Each occurrence

8. Copies of Drawings and Specifications:

The number of copies of drawings and specifications to be furnished to CONTRACTOR free of charge, as provided in the General Conditions, is TWO (2). Additional copies may be obtained at cost of reproduction. See Page 3 of Notice to Contractors Calling for Bids for additional information.

9. Required Number of Executed Copies:

The number of executed copies of the Agreement, the Contractor's Certificate, the Performance Bond and the Payment Bond required is **FOUR (4)**.

10. Inspector's Field Office:

The inspector's field office shall be not less than four hundred (400) square feet of floor area.

11. Substitution of Securities:

Pursuant to Section 22300 of the Public Contract Code, this Contract permits the substitution of securities for any monies withheld by the DISTRICT to ensure performance under this Contract. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. Upon satisfactory completion of the Contract, the securities shall be returned to the CONTRACTOR. Alternatively, the CONTRACTOR may request and the DISTRICT shall make payment of retentions earned directly to the escrow agent at the expense of the CONTRACTOR.

Securities eligible for investment under this section shall include those listed in section 16430 of the Government Code, or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

12. Corporate Status:

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of \_\_\_\_\_, and that \_\_\_\_\_ whose title is chairman of the board/president/vice president (circle applicable office(s)), and/or \_\_\_\_\_ whose title is secretary/assistant secretary/chief financial officer/assistant treasurer ( circle applicable office(s)) is/are authorized to act for and bind the corporation. See Paragraph 4 of Information for Bidders Form for additional information.

13. Required Provisions:

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

14. Entire Agreement.

The complete contract as set forth in Paragraph 1 of this Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this contract, exists between the parties. This contract can be modified only by an agreement in writing, signed by both parties and pursuant to action of the Governing Board.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

**ONTARIO-MONTCLAIR SCHOOL DISTRICT**

\_\_\_\_\_

By: \_\_\_\_\_  
Phil Hillman  
Its: Chief Business Official  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

(CORPORATE SEAL  
OF CONTRACTOR, if corporation)

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Contractor's License No.



**ATTACHMENT NO. 1 TO AGREEMENT**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Ontario-Montclair School District of San Bernardino County, California (hereinafter referred to as "District") has awarded to \_\_\_\_\_ as Principal, hereinafter designated as "Principal," the Contract for the work described as follows:

**RE-ROOFING KINGSLEY ELEMENTARY SCHOOL  
BUILDINGS E & G  
CONTRACT C-134-393  
PROJECT AE70**

AND WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance and guaranty of said Contract.

NOW, THEREFORE, we the Principal and the undersigned Surety, an admitted Surety insurer pursuant to Code of Civil Procedure Section 995.120 are held and firmly bound to the District, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (this amount being not less than one hundred percent (100%) of the total bid price of the Contract awarded by the District to the Principal), lawful money of the United States of America, for payment of which sum will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the hereby bounded Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and will and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said Contract and any alteration thereof made as therein provided, including, but not limited to the provisions regarding Contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the District, 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.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period of one (1) year after the acceptance of the Work by

DISTRICT, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the DISTRICT from loss or damage made evident during the period of one (1) year from the date of acceptance of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of Surety hereunder shall continue so long as any obligation of Principal remains.

Whenever Principal shall be, and is declared by the DISTRICT to be, in default under the Contract, the DISTRICT having performed the DISTRICT'S obligations thereunder unless excused by Principal's breach or default, the Surety shall promptly either remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, arrange for a contract between such Bidder and the DISTRICT, 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, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in the first executory Paragraph hereof. The term "balance of the contract price" as used in this Paragraph shall mean the total amount payable to Principal by the DISTRICT under the Contract and any modifications thereto, less the amount previously properly paid by the DISTRICT to the Principal.

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

Surety shall not utilize Principal in completing the Contract nor shall Surety accept a Bid from Principal for completion of the Work if the DISTRICT, when declaring the Principal in default, notifies Surety of the DISTRICT'S objection to Principal's further participation in the completion of the Work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the DISTRICT named herein or the successors or assigns of the DISTRICT. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due or is made, whichever occurs later.

California Uniform Public Construction Cost Accounting Act

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents, or of the work to be performed thereunder, or the Specifications accompanying the same shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Contract Documents, or of work to be performed thereunder, or of the Specifications.

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

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

In signing below, the Principal covenants that it has complied with the signature requirements described in Paragraph 4 of the Information for Bidder Form.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named therein, on the \_\_\_\_\_ day of \_\_\_\_\_, 2014

(SEAL AND NOTARIAL  
ACKNOWLEDGMENT OF  
SURETY)

\_\_\_\_\_  
Principal (Seal)

BY \_\_\_\_\_  
(Name and Title)

BY \_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Mailing Address of Surety)

\_\_\_\_\_  
Surety

BY \_\_\_\_\_  
(Name and Title)

California Uniform Public Construction Cost Accounting Act

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)

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

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

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---

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

California Uniform Public Construction Cost Accounting Act

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) (is/are) subscribed to the within instrument, and acknowledged to me that (he/she/they) executed the same in (his/her/their) authorized capacit(-y/-ies), and that by (his/her/their) signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public (Seal)

**CAPACITY CLAIMED BY SIGNER(S).**

- Individual(s)
- Corporate Officer(s)
- Partner(s)                      Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other

**ATTACHMENT NO. 2 TO AGREEMENT**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Ontario-Montclair School District ("District"), by Board action on \_\_\_\_\_, 2014, has awarded to, designated as the "Principal," a contract for the work described as follows:

**RE-ROOFING KINGSLEY ELEMENTARY SCHOOL  
BUILDINGS E & G  
CONTRACT C-134-393  
PROJECT AE70**

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

NOW THEREFORE, we the Principal and \_\_\_\_\_, as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto the Ontario-Montclair School District in the penal sum of \_\_\_\_\_ Dollar (\$ \_\_\_\_\_) (this amount being not less than one hundred percent (100%) of the total bid price of the Contract awarded by the District to the Principal), lawful money of the United States of America for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its heirs, executors, administrators, successors, or assigns, or a subcontractor shall fail to pay any person or persons named in Civil Code section 3181 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 section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind or for amounts due as withholding tax pursuant to section 18806 of the Revenue and Taxation Code, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 3, Part IV, Title XV, Chapter 7 (commencing at section 3247) of the California Civil Code.

California Uniform Public Construction Cost Accounting Act

This bond shall inure to the benefit of any of the persons, companies, and corporations named in section 3181 of the California Civil Code, so as to give a right of action to them or their assigns 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 this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove 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 Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in section 3110 and 3112 of the California Civil Code, and has not been paid the full amount of his or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Any claims under this bond may be addressed to:

\_\_\_\_\_

(Name and Address of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Name and Address of agent or representative  
in California, if different from above)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

California Uniform Public Construction Cost Accounting Act

\_\_\_\_\_ (Telephone Number of Surety, or agent or representative in California)

In signing below, the Principal covenants that it has complied with the signature requirements described in Paragraph 4 of the Information for Bidder Form.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

(Corporate Seal of Principal, if Corporation)

\_\_\_\_\_  
Principal (Proper Name of Corporation)

By \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

By \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal of Surety)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

(Attached Attorney-in-Fact Certificate and Required Acknowledgments)



California Uniform Public Construction Cost Accounting Act

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)

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

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

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

California Uniform Public Construction Cost Accounting Act

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public (Seal)

**CAPACITY CLAIMED BY SIGNER(S).**

- Individual(s)
- Corporate Officer(s)
- Partner(s)                      Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other

**ATTACHMENT NO. 3 TO AGREEMENT**

**WORKERS' COMPENSATION CERTIFICATION**

**California Uniform Public Construction Cost Accounting Act  
RE-ROOFING KINGSLEY ELEMENTARY SCHOOL  
BUILDINGS E & G  
CONTRACT C-134-393  
PROJECT AE70**

Labor Code Section 3700

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

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

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) 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 Section 3700 of the Labor Code which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract. If Contractor is a corporation, this Certification shall be executed by either the chairman of the board, president, or vice president, and if a different individual, also by the secretary, chief financial officer, or assistant treasurer. See Section 4 of Information for Bidders Form for additional information.

In signing below, the prime contractor covenants that it has complied with the signature requirements described in Paragraph 4 of the Information for Bidder Form.

\_\_\_\_\_  
(Proper Name of Contractor)

By \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Signor)

\_\_\_\_\_  
(Title of Signor)

By \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Signor)

\_\_\_\_\_  
(Title of Signor)

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

**ATTACHMENT NO. 4 TO AGREEMENT**

**DRUG-FREE WORKPLACE CERTIFICATION**

California Uniform Public Construction Cost Accounting Act

**RE-ROOFING KINGSLEY ELEMENTARY SCHOOL  
BUILDINGS E & G  
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PROJECT AE70**

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

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

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

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

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

In signing below, the prime contractor covenants that it has complied with the signature requirements described in Paragraph 4 of the Information for Bidder Form.

CONTRACTOR

Date: \_\_\_\_\_

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

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

Its: \_\_\_\_\_

## **ATTACHMENT NO. 5 TO AGREEMENT**

**California Uniform Public Construction Cost Accounting Act  
RE-ROOFING KINGSLEY ELEMENTARY SCHOOL  
BUILDINGS E & G  
CONTRACT C-134-393  
PROJECT AE70**

### **CONDUCT RULES FOR CONTRACTORS**

Each contractor/subcontractor, when performing work on **ONTARIO-MONTCLAIR SCHOOL DISTRICT** property, in addition to complying with the provisions of Article 53 of the General Conditions, shall adhere to the following rules of conduct:

1. Professional and courteous conduct is expected and will be displayed at all times.
2. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.
3. The use of profanity and/or disparaging language will not be tolerated.
4. All contractors/subcontractors shall wear a means of identification on site when school is in session which must be approved by the District prior to commencement of work.
5. All contractors/subcontractors shall remain in the vicinity of his/her work and will not stray to other areas of the property not involved in the project, including student and staff toilet facilities.
6. Pursuant to Government Code Section 8350 et. seq., the **ONTARIO-MONTCLAIR SCHOOL DISTRICT** is a drug-free workplace. This policy shall be strictly enforced.
7. Alcoholic beverages are prohibited from being consumed or brought on any District property.
8. The use of any tobacco products on District property is strictly prohibited.
9. Any lewd, obscene or otherwise indecent acts, words, or behavior by any contractor/subcontractor shall not be tolerated.
10. All contractors/subcontractors shall conform to a dress code whereby:
  - A. No clothing that contains violent, suggestive, derogatory, obscene, or racially biased material may be worn.
  - B. Garments, accessories or personal grooming artifacts with slogans, graphics, or pictures promoting drugs, alcohol, tobacco, or any other controlled substances which are prohibited to minors will not be allowed.
11. No fire arms are allowed on campuses/District property.

Non-compliance with any of the above-stated rules of conduct by any contractor/subcontractor may be sufficient grounds for immediate removal from the job site and termination of the contract.

I acknowledge that I am aware of the above-stated rules of conduct and hereby certify that all of my Company's employees, consultants, suppliers, and/or any subcontractors will adhere to these provisions.

---

Date

---

Authorized Signature

---

Print Name

---

Company



**CRIMINAL RECORDS CHECK CERTIFICATION  
(Contractor Fingerprinting Requirements)**

**CONTRACTOR CERTIFICATION**

With respect to the Contract dated \_\_\_\_\_ 2014 by and between \_\_\_\_\_ Ontario-Montclair School District ("District") and \_\_\_\_\_ ("Contractor") for the provision of construction services, Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_  
Contractor's Representative

\_\_\_\_\_  
Date

**CONTRACTOR EXEMPTION**

Pursuant to Education Code section 45125.1, the Ontario-Montclair School District ("District") has determined that \_\_\_\_\_ ("Contractor") is exempt from the criminal background check certification requirements for the Contract dated \_\_\_\_\_, 2010 by and between the District and Contractor ("Contract") because:

- The Contractor's employees will have limited contact with District students during the course of the Contract; or
- Emergency or exceptional circumstances exist.

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

\_\_\_\_\_  
Date

**SUBCONTRACTOR'S CERTIFICATION**

The Ontario-Montclair School District ("District") entered into a contract for construction services with \_\_\_\_\_ ("Contractor") on or about \_\_\_\_\_, 2014 ("Contract"). This certification is submitted by \_\_\_\_\_, a subcontractor or consultant to the Contractor for purposes of that Contract ("Subcontractor"). Subcontractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_  
Subcontractor's Representative

\_\_\_\_\_  
Date

**SUBCONTRACTOR'S EXEMPTION**

The Ontario-Montclair School District ("District") entered into a contract for construction services with \_\_\_\_\_ ("Contractor") on or about \_\_\_\_\_, 2010 ("Contract"). Pursuant to Education Code section 45125.1, the District has determined that \_\_\_\_\_, a subcontractor or consultant to the Contractor for purposes of that Contract ("Subcontractor"), is exempt from the criminal background check certification requirements for the Contract because:

The Subcontractor's employees will have limited contact with District students during the course of the Contract; or

Emergency or exceptional circumstances exist.

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

\_\_\_\_\_  
Date

**ASBESTOS AND OTHER HAZARDOUS MATERIALS CERTIFICATION**

This Asbestos and Other Hazardous Materials Certification form is part of the Contract made by and between the Ontario-Montclair School District (hereinafter referred to as the "District") and \_\_\_\_\_ (the "Contractor") for the:

**RE-ROOFING KINGSLEY ELEMENTARY SCHOOL  
BUILDINGS E & G  
CONTRACT C-134-393  
PROJECT AE70**

(hereinafter referred to as the "Project").

To the best of my knowledge, information and belief, in completing the Contractor's Work for the Project, no material furnished, installed or incorporated into the Project will contain, or in itself be composed of, any asbestos, polychlorinated biphenyl (PCB), any material listed by the federal or state EPA or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules or regulations.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. In signing below, the Contractor covenants that it has complied with the signature requirements described in Paragraph 4 of the Information for Bidders form.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2014 at

Name of Contractor (Print or Type): \_\_\_\_\_

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

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

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Subscribed and sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Notary Public in and for  
the State of California

My Commission Expires: \_\_\_\_\_

**LEAD BASED PAINT CERTIFICATION**

This Lead Based Paint Certification form is part of the Contract made by and between the Ontario-Montclair School District (hereinafter referred to as the "District") and \_\_\_\_\_ (hereinafter referred to as the Contractor") for the

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BUILDINGS E & G  
CONTRACT C-134-393  
PROJECT AE70**

(hereinafter referred to as the "Project").

In recent years, lead-based paint and other materials have come to the forefront of the regulatory process. Regulatory agencies such as the California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) have all regulated, in some manner, lead-containing paint and lead products.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead containing materials located within certain buildings utilized by the District. Lead was used extensively in paint because it rendered the paint more durable. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

Although the regulatory process is not yet complete, there are several regulations currently in place that affect school districts. The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors and abatement workers. The California Education Code also prohibits the use of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility.

**FURTHERMORE, SINCE IT IS ASSUMED BY THE DISTRICT THAT ALL PAINTED SURFACES (INTERIOR AS WELL AS EXTERIOR) WITHIN THE DISTRICT CONTAIN SOME LEVEL OF LEAD, IT IS IMPERATIVE THAT THE CONTRACTOR, ITS WORKERS AND SUBCONTRACTORS FULLY AND ADEQUATELY COMPLY WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING LEAD-BASED MATERIALS (INCLUDING TITLE 8, CALIFORNIA CODE OF REGULATIONS, SECTION 1532.1).**

If failure to comply with these laws, rules and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required

California Uniform Public Construction Cost Accounting Act

corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

Any and all Work which may result in the disturbance of lead containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

If the Contractor is a corporation, this Certification shall be executed by either the chairman of the board, president, or vice president, and if a different individual, also by the secretary, chief financial officer, or assistant treasurer. See Section 4 of Information for Bidders Form for additional information.

In signing below, the prime contractor covenants that it has complied with the signature requirements described in Paragraph 4 of the Information for Bidder Form.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE/SHE OR THEY HAS/HAVE RECEIVED NOTIFICATION OF POTENTIAL LEAD BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE/SHE/THEY HAS/HAVE THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

California Uniform Public Construction Cost Accounting Act

Contractor's Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Typed or Printed Name and Title of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name and Title of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
RME of Company (If Applicable)

Subscribed and sworn before me

this \_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Notary Public in and for the State of California

My Commission Expires: \_\_\_\_\_

**ROOF PROJECT FINANCIAL DISCLOSURE CERTIFICATE  
(Public Contract Code §3006(b))**

I, \_\_\_\_\_, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
(Name) (Name of Employer) (Title/Position)  
 \_\_\_\_\_ the \_\_\_\_\_ for the Roof Project  
(Name of Employer) (architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor)  
 identified below. I certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the contract for the Roof Project commonly described

**RE-ROOFING KINGSLEY ELEMENTARY SCHOOL BUILDINGS E & G**

**CONTRACT C-134-393 PROJECT AE70**

. As used in this Certificate, “person” means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I, \_\_\_\_\_, \_\_\_\_\_, certify that I do not  
(Name) (Name of Employer)  
 have, and throughout the duration of the Contract for the Roof Project, I will not have, any financial relationship in connection with the performance of the Roof Project Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name & Address of Building	Contract Date & Number
<b>Attach additional disclosures, if necessary, to this Certificate</b>	

I certify that to the best of my knowledge, the contents of this Certificate are true, or are believed to be true.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name of Employer

**ESCROW AGREEMENT FOR  
SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into, as of \_\_\_\_\_ 2014 by and between the Ontario-Montclair District whose address is 950 W. "D" Street, Ontario, California 91762 hereinafter called "District," and \_\_\_\_\_ hereinafter called "Contractor," whose \_\_\_\_\_ address is \_\_\_\_\_, and \_\_\_\_\_ hereinafter called "Escrow Agent." whose address is \_\_\_\_\_

For the consideration hereinafter set forth, the District, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract entered into between the District and Contractor for \_\_\_\_\_ in the amount of \_\_\_\_\_, dated \_\_\_\_\_, 2014 (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the District shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agency shall notify the District within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the District and Contractor. Securities shall be held in the name of the District, and shall designate the Contractor as the beneficial owner.

(2) The District shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the District makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Agreement is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the District pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the District. These expenses and payment terms shall be determined by the District, Contractor, and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in Escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the District.



(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the District to the Escrow Agent that District consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The District shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the District of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the District.

(8) Upon receipt of written notification from the District certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less Escrow fees and charges of the Escrow Account. The Escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notification from the District and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the District and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as set forth on the following page. In signing below, the Contractor covenants that it has complied with the signature requirements described in Paragraph 4 of the Information for Bidder Form.

**Ontario-Montclair School District**

On behalf of **Contractor**:

Chief Business Official

Title

\_\_\_\_\_

Title

Phil Hillman

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

950 West "D" Street

Ontario, California 91762

Address

\_\_\_\_\_

Address

On behalf of Escrow Agent:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

At the time the Escrow Account is opened, the District and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

**Ontario-Montclair School District**

**Contractor**

Chief Business Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Phil Hillman

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Escrow Agent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**GUARANTEE**

Guarantee for \_\_\_\_\_ . We hereby guarantee that the **RE-ROOFING KINGSLEY ELEMENTARY SCHOOL BUILDINGS E & G CONTRACT C-134-393 PROJECT AE70**

has been completed 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 specifications. The undersigned agrees to repair or replace any or all of such work, together with any other adjacent work which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of \_\_\_\_\_ (\_\_\_\_\_) year(s) from the date of acceptance of the above-mentioned item by the Ontario-Montclair School District (the "DISTRICT"), ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's failure to comply with the above mentioned conditions within a reasonable period of time, as determined by the DISTRICT, but not later than \_\_\_\_\_ (\_\_\_\_\_) days after being notified in writing by the DISTRICT, the undersigned authorizes the DISTRICT to proceed to have said defects repaired or replaced and made good at the expense of undersigned, which will pay the costs and charges therefore upon demand. In signing below, the contractor or subcontractor covenants that it has complied with the signature requirements described in Paragraph 4 of the Information for Bidder Form.

Countersigned

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

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

Its \_\_\_\_\_

By \_\_\_\_\_  
  
General Contractor)

Its \_\_\_\_\_

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

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

Its \_\_\_\_\_

By \_\_\_\_\_  
Signature of Subcontractor or  
Signature of General Contractor  
if for Subcontractor)

Its \_\_\_\_\_

Representatives to be contacted for service:

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

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

Phone No.: \_\_\_\_\_

**SPECIAL CONDITIONS**

California Uniform Public Construction Cost Accounting Act

**RE-ROOFING KINGSLEY ELEMENTARY SCHOOL  
BUILDINGS E & G  
CONTRACT C-134-393  
PROJECT AE70**

1. Bidders are instructed to include in their BASE BID all necessary material and labor required, as well as all other elements that constitute a complete bid response.
2. Any changes from original construction must be approved by the District Inspector, Design Engineer, and Representative prior to the performance of the work.
3. At the completion of each day, in which the Contractor has employed forces to prosecute work under this contract, the Contractor shall restore all affected areas to a condition of use found to be satisfactory to the District.
4. Punch List must be completed in 10 CALENDAR days from the date contractor receives from inspector.

END SPECIAL CONDITIONS

**SUPPLEMENTARY CONDITIONS**

**RE-ROOFING KINGSLEY ELEMENTARY SCHOOL  
BUILDINGS E & G  
CONTRACT C-134-393  
PROJECT AE70**

The following supplements modify the General Conditions section of this bid. Where a portion of the General Conditions section is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in force.

I. Delete the following Article in the General Conditions entirely:

41. INSPECTOR'S FIELD OFFICE

II. Add the following subsection to **Article 49. HOURS OF WORK** of the General Conditions:

1. Bidders are hereby notified that throughout the life of this project, the District's educational environment will not be compromised. Contractors shall be responsible for restoring all existing conditions not part of the work to its original condition.

Work may be conducted on regularly scheduled school attendance days between the hours of 3:00 P.M. and 10:00 P.M. Summer School is schedule for May 27, 2014 – June 19, 2014. Work may begin after 1:00 P.M. during summer school. All other non-school days, hours are 7:00 A.M. – 10:00 P.M.

Any work occurring after 4:30 p.m. will require the contractor to obtain district keys and temporary security codes from the district's Lock Shop seventy-two (72) hours in advance of the after-hours work. The district issued keys shall be returned during district working hours to the Lock Shop within 72 hours of conclusion of after-hours work.

The following charges may be assessed as a deductive change order:

- 1) A penalty will be assessed in the amount of \$2,500 for any key set not returned in its entirety
- 2) A charge of \$250 will be charged for each response by the district's call-out crew due to a failure by the contractor to properly secure the facilities.

These security issues include, but are not limited to failure by the contractor to properly activate the alarm system, and secure all doors and gates in the subject work area during the hours they are working or after they have left the facility.

**END OF SUPPLEMENTARY CONDITIONS**



**RE-ROOFING SPECIFICATION**

**RUDY PEREZ  
ASSISTANT DIRECTOR OPERATIONS  
ONTARIO - MONTCLAIR SCHOOL DISTRICT  
950 WEST D STREET  
ONTARIO, CA 91762**

**PROJECT SITE-  
RE-ROOFING : KINGSLEY ELEMENTARY SCHOOL  
BUILDINGS E & G**

SECTION 07520 – COLD PROCESS MONOLITHIC BUILT-UP ROOFING

PART 1 – GENERAL

1.01 SUMMARY

- A. Furnish necessary material and labor to install a Henry Roof System Specification or approved equal following the requirements of this Master Specification and site specific Scope of Work
- B. Other work included: Furnish and install sheet metal, metal pan collar flashing, pipe flashings and counterflashing.

1.02 REFERENCES

- A. National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual
- B. Western States Roofing Contractors Association (WSRCA)
- C. SMACNA
- D. Underwriters Laboratories (UL)
- E. American Society of Testing & Materials (ASTM)
- F. Uniform Building Code (UBC)

1.03 DEFINITIONS

- A. UNDERLAYMENT, BUFFER or BASE PLY– 80# Base sheet – first ply installed over wood deck or #604 25# Fiberglass Base Sheet or #607 33# Fiberglass Base Sheet installed over wood deck or insulation.
- B. INTERPLY – 2, 3 or 4 layers of #604 25# or #607 33# Fiberglass Base Sheet installed over Insulation or Underlayment.

1.04 SYSTEM DESCRIPTIONS

- A. Henry Specification #H3-NGC-MR - (See 3.05)
  - A. Over prepared deck surface mechanically fasten one layer #605 80# Inverted Cap and two ply #604 25# or #607 33# Fiberglass Base Sheet adhered in #902 Permanent Bond Adhesive. Surface with #107 Asphalt Emulsion reinforced with #189 Chopped Fiberglass. Finish with 291 Premium Elastomeric Base Coat and #280DC White Elastomeric Roof Coating or other colors as specified.
  - B. Specification System & Weights per 100 Sq.ft.      Dry Weights
  - C. #605      80# Inverted Cap - Mechanically fastened      80 lbs.
  - D. #902      Permanent Bond Adhesive – 2 gallons per 100 sq.ft.      11 lbs.
  - E. \*#604      Fiberglass Base Sheet      25 lbs.
  - F. #902      Permanent Bond Adhesive – 2 gallons per 100 sq.ft.      11 lbs.
  - G. \*#604      Fiberglass Base Sheet      25 lbs.
  - H. #107      Emulsion topcoat – 9 gallons per 100 sq.ft.      36 lbs.
  - I. #189      Chopped Fiberglass – 3 lbs. Per 100 sq.ft.      3 lbs.
  - J. #291      Premium Elastomeric Base Coat – 1 ¼ gallons per 100 sq. ft      5 lbs.
  - K. #280DC      White Elastomeric Finish Coat – 1 ¼ gallons per 100 sq. ft      5 lbs
  - L. "Option: #607 33# Fiberglass Base Sheet (add 16 lbs.)
  - M. \*\*Option: #558 Aluminum Emulsion Reflective Coating (add 5 lbs.)
  - N. Approximate Total Dry Weight      201 lbs.

1.05 SUBMITTALS

- A. Fire Hazard Classification - Provide letter certifying that roof membrane assembly qualifies for UL Class A fire hazard classification for the type of substrate(s), slope(s), insulation(s) (when applicable) and membrane(s) specified for this installation. Include copy of the UL listing.
- B. Applicator approval - Provide letter from manufacturer of roofing materials stating that applicator is acceptable to manufacturer.
- C. Complete materials list of all items to be furnished and installed under this Section.
- D. Copy of latest edition of the Roofing System Manufacturer's material specifications and installation instructions.
- E. Two (2) 3" x 5" samples of roof membrane mock-up and flashing membrane.
- F. Copy of Manufacturers Warranty.

## 1.06 SUBMITTALS OF EQUALS

- A. Submittals shall be made not less than ten (10) days prior to bid date. Primary roof systems that have been reviewed and accepted as equals to the specified roof system will be listed in an addendum prior to bid date; only then will equals be accepted at bidding. All submittals which do not conform to the following requirements will be rejected.
- B. Furnish in triplicate:
  - 1. 8" x 10" mock up samples of the complete roof membrane and flashing membrane assemblies.
  - 2. Latest edition of the roofing system manufacturer's specifications and installation instructions.
  - 3. Detailed descriptive list of the materials proposed for use.
  - 4. Copy of UL approval of the proposed roofing system for the required assembly and slope. No other testing agency approvals will be accepted.
  - 5. Letter from the proposed primary roofing manufacturer confirming the number of years it has directly manufactured the proposed primary roofing system under the trade name and/or trademarks as proposed.
  - 6. List of ten (10) of the manufacturer's projects located within 25 miles of the project site of equal size and degree of difficulty which have been performing successfully for a period of at least ten (10) years. Include contact name and phone number.
  - 7. Complete list of material physical properties including solids. Owner reserves the right to request documentation from a nationally recognized independent lab certifying physical properties.
  - 8. Copy of manufacturer's inspection form.
  - 9. Qualifications of manufacturer's inspector(s)
  - 10. Proposal from manufacturer for site specific quality control program.
  - 11. Sample copy of the specified guarantee including terms and procedures for renewal.
  - 12. Documentation that manufacturer meets requirements of 1.06A.

## 1.07 QUALIFICATIONS

- A. Manufacturer Qualifications
  - 1. Manufacturer shall be a member in good standing with the Southern California Roofing Contractors Association, Western States Roofing Contractors Association, National Roofing Contractors Association, Construction Specifications Institute, and California Association of School Business Officials.
  - 2. Manufacturer must furnish as single source all primary roofing materials with manufacturer's labels and have current listing in Underwriters Laboratory Directory. Materials must bear UL Classification marking on bundle, package or container indicating that materials have been produced under UL's Classification and Follow-up Service.
  - 3. Manufacturer must provide list of 10 projects of equal size and difficulty within a 25 mile radius of the project site.
  - 4. Manufacturer shall employ a full-time field inspector available for periodic inspections (not less than twice weekly) and final inspections. Inspection reports to be available to the Owner Representative on request.
  - 5. Manufacturer must employ a Registered Roof Consultant and Registered Roof Observer certified by the Roof Consultants Institute.
- B. Contractor Qualifications
  - 1. Contractor to be approved by the primary material manufacturer.
  - 2. Contractor must provide list of 3 projects of equal size and difficulty within a 50 mile radius using the specified roof system.
  - 3. Contractor must provide a supervisor that can communicate with Manufacturer's Inspector and Owner Representative.
  - 4. Contractor must provide knowledgeable foreman who understands all aspects of the specification.
  - 5. Contractor to be a member in good standing with the local Roofing Contractors Association.

## 1.08 QUALITY ASSURANCE

- A. Pre-Job Conference
  - 1. Prior to the beginning of work, a pre-job conference shall be held at the job site.
  - 2. Provide seven calendar days advance written notice ensuring the attendance by competent authorized representatives of the Henry Certified Contractor (HCC), a Henry Company representative, building owner, architect, consultant, and subcontractors including mechanical and electrical where such work penetrates the work of this Section.
  - 3. During the pre-job conference, attendees shall review the specifications to determine any potential



problems, changes, etc. Scheduling, weather conditions, unique job site conditions, installation requirements and procedures and any other information pertinent to the roof system installation shall be discussed.

4. The results of the conference shall be recorded with copies submitted to all participants

- B. Notify Henry Company Inspector 48 hours prior to job start, schedule changes and prior to application of surfacing and reflective coat.
- C. A copy of the specification is to be on the job site.

#### 1.09 DELIVERY, STORAGE & HANDLING

##### A. Delivery Requirements

1. Deliver material in manufacturer's original sealed and labeled containers and in quantities required allowing continuity of application.

##### B. Storage Requirements

- 1. Store materials out of direct exposure to the elements. Store roll goods on a clean flat surface. Protect material against moisture. Store asphalt adhesives and cements in a heated area prior to use in cold weather.
- 2. When ambient temperatures are below 40°F (4°C), rolled materials must be stored in protected or heated areas and brought to the roof as needed for application.

##### C. Handling Requirements

- 1. Handle material in such a manner as to preclude damage and contamination with moisture or foreign matters
- 2. Materials that are found to be damaged or stored in any manner other than as stated above shall be automatically rejected and shall be removed and replaced at contractor's expense.

#### 1.10 JOB CONDITIONS

##### A. Protection Requirements.

- 1. Protect building and grounds from overspray, staining and mechanical damage. Plank lawns, walks, etc. in traffic areas.
- 2. Applicator will be held responsible for any damage caused to roof top equipment, roof penetrations, clogged drains (if not identified prior to starting the work) and damage to building and grounds resulting from the execution of his work.
- 3. Lock valves on tankers when not attended.
- 4. Cover or arrange air intakes to be turned off during application of solvent based materials.

##### B. Environmental Requirements.

- 1. Do not apply material during precipitation or when rain is a probability during or after application before material can set.
- 2. Never apply solvent-based adhesives or coatings to a wet surface.
- 3. Never apply water-based emulsions when the ambient temperature is below 60°F (16°C) or will fall below 40°F (4°C) before the emulsion has cured to a tack-free black surface. High humidity, fog and dew will greatly extend the time for emulsions to cure.
- 4. Protect adjacent surfaces from staining and mechanical damage during application of roofing.

#### 1.11 WARRANTY

##### A. CONTRACTOR WARRANTY

- 1. Prior to acceptance of the roofing work, furnish certified written warranty signed by Roofing Contractor agreeing to make repairs and replacements required to maintain roof, including flashing, in watertight condition for two years from date of substantial completion.
- 2. Make repairs or replacements at no additional cost to Owner.
- 3. Warranty shall include temporary repair work under emergency condition as required to maintain water tightness of the building pending permanent repairs.

##### B. MANUFACTURER'S WARRANTY

- 1. Furnish Manufacturer's 10 + 10 -year Warranty for material and workmanship. No exceptions to ponding water. There is to be no additional warranty or inspection fees for the 10-year extension.
- 2. Manufacturer to make inspection in the 2<sup>nd</sup> and 10<sup>th</sup> year of the warranty period.

#### 1.12 MAINTENANCE

- A. Furnish Owner with annual maintenance requirements to maintain contractor and manufacturer's warranties.

### PART 2 – PRODUCTS

#### 2.01 ACCEPTABLE MANUFACTURERS

- A. Materials manufactured or supplied by Henry Company, Huntington Park, CA 90255. (323) 583-5000.
- B. Products by Tremco and Garland equal to the specified materials are also approved.

- C. Products by other manufacturers must be submitted 10 days prior for approval in accordance with Section 1.06 of these specifications..

## 2.02 PRODUCT DELIVERY

- A. Bulk delivery material shall be accompanied by a Henry Company bill of lading.

## 2.03 MATERIALS

- A. GENERAL: Refer to Project Scope of Work for applicable product references.
- B. Sheathing paper (wood decks only) -1 ply
- C. UNDERLAYMENT OR BUFFER PLY
  - 1. #605 80# Mineral Surface Underlayment, reverse rolled – ASTM D 3909-91
- D. INSULATION
  - 1. Polyisocyanurate insulation ASTM C-1289-95
  - 2. Density - ASTM D1622 – nominal 2 pcf
  - 3. Compressive strength - ASTM D1621 – nominal 20 psi
  - 4. Polyisocyanurate insulation overlay of minimum ½ inch perlite, fiberboard or 1/8” Henry Recover Board. Combined R-value of 19.
  - 5. Mechanical fasteners – corrosion resistant – listed with Factory Mutual
  - 6. Insulation adhesive: #111 InsulBond applied at rate of 2 to 2 ½ gallons per 100 sq.ft.
- E. INTERPLY (Select specified ply sheet)
  - 1. #604 Fiberglass Ply Sheet
    - a. nominal 25# asphalt coated base sheet
    - b. Tensile Strength: 65 lbs. MD – 55 lbs. XD
  - 2. #607 Fiberglass Ply Sheet
    - a. nominal 33# asphalt coated base sheet
    - b. Tensile Strength: 75 lbs. MD – 60 lbs. XD
- F. INTERPLY ADHESIVE – 2 Gallons/Sq/Ply:
  - 1. #902 Permanent Bond Adhesive – low odor, modified and rubberized cold adhesive
- G. BASE FLASHING
  - 1. modifiedPlus NP180 s/s – SBS modified membrane, polyester reinforced.
- H. SURFACING (9 Gallons with 3 lbs. Glass/Square):
  - 1. #107 Asphalt Emulsion – ASTM D 1227-95 Type III, Class I
  - 2. and #189 Chopped Fiberglass
  - I. REFLECTIVE SURFACING (as specified in Project Scope of Work)
    - 1. #558 Aluminum Emulsion- 1½ gal/Square
    - 2. Premium Elastomeric Coating: #280DC White, #291 Base Coat at 1 ¼ Gallons per square each
- J. MISCELLANEOUS PRODUCTS
  - 1. Primer #103 VOC Compliant Primer
  - 2. #600 Ruftac – 75 mil - SBS modified self-adhesive membrane
  - 3. #209 ElastoMastic
  - 4. #183 Reinforcing Glass – Yellow
  - 5. #196 Polyester Fabric
  - 6. #107 Asphalt Emulsion
  - 7. #109 Liquid Roof - Neoprene Modified Emulsion
  - 8. #176 Pond Patch
  - 9. Walk pads
  - 10. Approved mechanical fasteners
  - 11. Wolmanized wood nailers
  - 12. Replacement metal to be 24 gauge galvanized sheet metal
    - a. Metal edging to have maximum ¼” rise.
    - b. All flanges to be 4 inches with full corners
    - c. Pitch pans to have soldered joints.
  - 13. Lead Flashings to be minimum 4 oz. – factory or field soldered
  - 14. Josam or Smith drains and overflows
  - 15. ChemCurb pitch pockets (approved in lieu of galvanized pitch pockets)
  - 16. Four inch cant strips ASTM C-208

## PART 3 – APPLICATION

### 3.01 GENERAL

- A. Henry Company’s General Requirements and Product Data are a part of this specification.
- B. Do not tear-off or remove any more roofing than can be replaced the same day.

- C. Unless sheet metal components are specified for replacement carefully remove, clean, prime and set aside for reinstallation. Carefully turn up counterflashing.

### 3.02 EXAMINATION

- A. Inspect deck and advise Owner's Representative of any corrections required before proceeding with roofing. Report in writing any unsatisfactory conditions that cannot be guaranteed. Absence of such report constitutes acceptance of the surfaces and conditions.

### 3.03 PREPARATION

- A. Sweep or vacuum all surfaces prior to commencement of roofing. Allow surface to dry before proceeding.
- B. Cut ply sheets into 18 foot lengths. Allow plies to flatten before application.
- C. All surfaces shall be well-secured, firm, smooth and free from rough spots and sharp projections before roof application begins.
- D. Wood decks. Repair and/or re-nail roof sheathing where necessary. Cover gaps of 1/2" or more between sheathing board with flat sheet metal stock nailed. Contractor to replace deteriorated sheathing with new to match existing unless specified otherwise under Scope of Work.
- E. Test interior drains to confirm that they flow freely. Immediately notify Owner's Representative if correction is required. Protect drains from plugs of gravel and debris.
- F. If not scheduled for new metal, carefully lift or remove metal counterflashing, coping, and gravel stop. Clean metal and set aside for reinstallation.

### 3.04 GENERAL REQUIREMENTS

- A. Install roofing in accordance with roofing system manufacturer's instruction, scope of work for the site and these requirements.
- B. Valleys and waterways. Install extra layer of the specified glass base set in full width application of #902 Permanent Bond Adhesive in valleys, drains and waterways.
- C. Prime metal flanges (all jacks, edge metal, etc.), concrete and masonry surfaces with a uniform coating of asphalt primer.
- D. Thinning or alterations of adhesives, primer, emulsion, reflective coat and sealants is not permitted.
- E. Clean all drains and remove clamp rings, dried mastic and any other loose material. Prime with asphalt primer and allow to dry. Install minimum 30" square leads in drains set in #209 ElastoMastic. When lead is not permitted by Owner install Ruftac. Replace broken or missing clamp rings, bolts or fasteners and drain bonnets with new. Complete drains the same day.
- F. Scuppers/Outlets. Set scuppers in 1/8" troweling of plastic cement. Three course flange with plastic cement and glass fabric.
- G. Lift all supports for conduits and other pipes. Install new wood blocks under conduit or pipes. Reinforce under block with one layer of 80# Cap Sheet cut 6 inches larger in all directions of block, granules side up, set in generous application of specified plastic cement prior to Monolithic surfacing. Seal top of bolts, screws, etc., with #109 ElastoMastic. Loosen brackets so pipes can expand and contract freely.
- H. EQUIPMENT PADS. Install one layer of Ruftac over equipment pads before installing metal pans.
- I. PIPE PENETRATIONS, ELECTRICAL JACKS, VENT PIPES EQUIPMENT STANDS
  1. Set flange over base plies set in plastic cement.
  2. Seal with 6" strip of reinforcing fabric sealed solidly with plastic cement. Cut a collar of base sheet to fit around vents and overlap the flanges 6" on sides. Set in application of #209 ElastoMastic.
  3. Form a #209 ElastoMastic cant around base of vents prior to the application of the Monolithic surfacing.
  4. Ruftac is an acceptable alternative to I.2.
  5. When specified in project's Scope of Work, install storm collars on all pipe penetrations and jacks.
- J. 3-COURSING
  1. Prime wall surface at least 3" above termination edge of the base flashing.
  2. Over completed base flashing trowel a 5 inch wide layer of #209 ElastoMastic 1/8" thick to completely cover nails and top edge of base flashing.
  3. Embed a 4" wide strip of Yellow Glass Fabric and apply another 1/8" troweling of #209 ElastoMastic covering fabric completely. Bring to a feather edge and finish in a straight line.
  4. If not covered by metal counterflashing cover with Monolithic Emulsion system.
- K. PITCH POCKETS
  1. When required, furnish pans a minimum 4" (102mm) deep with a minimum 4" (102mm) flange.
  2. Install the pans on the finished membrane with the flange set in #209 ElastoMastic and nailed 3" (76mm) o.c.
  3. Strip in flange with Ruftac or two layers of specified ply sheets set in #902 Permanent Bond Adhesive. Extend plies 4" (102mm) and 6" (152mm) onto roof surface.
  4. Fill base of pan with plastic cement. Slope to facilitate drainage away from penetration.

5. When specified in project's Scope of Work, install a 24 gauge watertight rain collar overlapping pitch pocket. Secure with drawband and approved sealant.

- L. CANT STRIPS. Install cant strip at all horizontal to vertical transitions. Nail or set in specified #209 ElastoMastic. Set to provide smooth transition without gaps. Miter corners. At scuppers bevel cant strip starting 8" back from outlet.
- M. COPING JOINTS: Clean coping joints. Prime 3 inches on both sides of joint and seal joint with 6 inch minimum layer of Ruftac.
- N. WATER CUT-OFF. At end of day's work, or when precipitation is imminent, install a water cut-off at all open edges. Install alternating layers of #209 ElastoMastic and roof felts. Construction is to withstand protracted periods of service. Remove cut-offs completely prior to the resumption of roofing.
- O. Roll the membrane with a 75 lb. (34kg) (minimum) weighted roller within 30 minutes to 4 hours of application. Provide waterstops and seal all terminations at the end of each day.
- P. On slopes over 3" in 12" (250mm/m), install interplies parallel to slope blindnailing 4" (102mm) at end laps only, 6" (152mm) on center.
- Q. WALKWAYS. Install walkways in 4' sections allowing 2" spacing between sheets. Cut and trim pieces as required to fit conditions. Set walkway in spot applications of #209 ElastoMastic.

### 3.05 Specification H3-NGC-MR (Nailable Deck – No Insulation)

- A. Over diagonal sheathing install one layer of rosin sheathing paper. Lap each sheet 2" (51mm) and nail sufficiently to hold in place.
- B. UNDERLAYMENT OR BUFFER Apply #605 inverted 80# base ply granule side down with 2" (51mm) side laps and 4" (102mm) end laps. Apply the first sheet of underlayment with a 12" (305mm) width and the remaining sheets full width.
- C. Nail underlayment through one inch tin disks at side laps 9" (229mm) on center and 18" (457mm) on center, staggered in two rows 12" (305mm) from each edge. Fasteners to be sufficient length to penetrate deck ½ inch.
- D. Specification H3-NGC-MR
  - 1. Over the underlayment, apply two (2) layers of #604 25# interply sheets set in a uniform application of #902 Permanent Bond Adhesive at a rate of 2 gallons per 100 sq.ft.
  - 2. Apply the first sheet with an 18" (457mm) width then over that a full width piece. Install the remaining sheets full width overlapping preceding sheet 19". Stagger laps with the layer below. Run plies to top of cant.

### 3.06 PONDS AND LOW SPOTS – Only applies when specified in Scope of Work

- A. After membrane has been installed, identify and mark low spots for correction.
- B. Coat low spots with #107 Asphalt Emulsion at 3 gallons per square. Allow emulsion to cure until it can take foot traffic without scuffing.
- C. Mix #176 PondPatch per label instructions and fill low spots. Screed and finish trowel to proper height over the pond area. Feather trowel edges.
- D. Allow PondPatch to dry completely. Remove high spots and ridges with a wire brush.
- E. Cover with an embedding coat of #107 emulsion at rate of 3 gallons per 100 sq.ft. extending 6 inches onto existing membrane.
- F. Embed # 196 Polyester into emulsion and allow to dry.
- G. Complete installation to match existing roof.
- H. If PondPatch is installed under membrane, installation of a one way roof vent is required.

### 3.07 METAL EDGING

- A. Extend top layer of base sheet over edge of roof approximately 1".
- B. Install metal flange over completed membrane but before application of surfacing. Set metal flange in trowel application of #209 ElastoMastic. Nail 3" (76mm) o.c. staggered.
- C. Over prepared surface install 12-inch wide Ruftac over metal flange and extending onto the field of the roof.

### 3.08 FLASHINGS

#### A. General Requirements

- 1. Prime concrete surfaces with specified primer and allow to dry.
- 2. Complete first ply of flashing daily to assure watertight installation.
- 3. Install Base Flashing to a maximum 24-inch height.
- 4. Ruftac may be used in lieu of modifiedPlus 180, but requires that surface be primed and allowed to dry.
- 5. Install flashings in two pieces when height exceeds 24 inches. Overlap bottom layer 3 inches.
  - 2.6. Reinforce and make watertight all angles with one layer of modifiedPlus 180 s/s to extend two (2) inches above cant and two (2) inches onto field. Coat substrate and back of sheet with 902 Permanent Bond Adhesive at rate of 1 gallon per 100 sq.ft. per side. Allow to tack. May require

approximately 30 minutes air time to be tacky. Press in place. Lap sides 3 inches.

3.7. Unless otherwise specified 3-course top edge with #209 ElastoMas and #183 Yellow Glass

B. Install Flashing Specification Number #180

1. Cut layer of modified Plus180s/s to extend not less than 4" (51mm) above cant strip. Coat back of cap ply and wall with #902 Permanent Bond Adhesive at rate of ¾ gallon/100 sq.ft. (.3 l/m<sup>2</sup>) each side. Allow sheets to set until tacky. Press sheet in place. Lap ends 4" (102mm).
2. Nail top of completed base flashings 8" (204mm) o.c.
3. Provide counterflashing with minimum 4" (102mm) face installed in reglet or surface mount.
4. Apply compatible sealant.

C. Wall Flashings

1. Wood Walls. Nail #605 granule side out. Nail 12 inches on center in all directions and 6" on end laps. Extend wall flashing over base flashing three inches.
2. Concrete Walls. Unless otherwise specified, cover the inside and tops of concrete parapet walls with one layer of Ruftac. Extend membrane over base flashing three (3) inches and to within 3 inches of outside wall. Rub in firmly by using a wallpaper roller bonding Ruftac without wrinkles or loose areas. Nail top edge through one inch tin disks eight (8) inches o.c.
3. Masonry Block Walls. Unless otherwise specified cover the inside and tops of masonry block walls with one layer of polyester embedded in 4 gallons of 107 Asphalt Emulsion. Side laps to be three (3) inches. Extend over base flashing three (3) inches and to within 3 inches of outside wall. Polyester to be fully embedded and without wrinkles.

3.09 SURFACING; Monolithic System

- A. After the adhesive has thoroughly cured (no solvent odor is evident and laps cannot be pulled apart), but not less than five days, sweep or pressure blow dust and debris from the roof surface to provide a clean surface. Hose and/or scrub off with water any residue accumulation.
- B. Protect adjacent walls not scheduled for emulsion and reflective coating. Protect equipment, roof top units, valves, switches, coils or moveable parts etc. not scheduled to receive Monolithic application from overspray. Mask off identification plates on equipment.
- C. Clean gutters prior to surfacing.
- D. Cover prepared surfaces with not less than 9 gallons (34l) per 100 sq.ft of undiluted #107 Asphalt Emulsion. Evenly blend emulsion with 3 lbs. (1.4kg) of ¾" (19mm) long chopped glass reinforcing sprayed with equipment approved by Henry Company. Tufting of the glass fibers is not acceptable. Spray emulsion in a pattern into laps of base sheet so that when system is dry, there are no voids or bridging of glass over any seam of the membrane.
- E. Unless otherwise specified, spray vents, ducts, and parapet walls. Spray parapet walls to within one inch of outside edge; above reglets and/or 5-course counter-flashing.
- F. Spray base flashings and other designated surfaces with the Monolithic System.

3.10 REFLECTIVE COATING:

- A. As soon as emulsion surfacing has cured (tack-free and black), clean the surface of dust and debris. After five (5) days hose roof surface and scrub out any pockets of residue.
- B. Apply #291 Elastomeric Base Coating at the rate of 1 ¼ gallons per 100 square feet (.6l/m<sup>2</sup>) in one coat.
- C. Apply #280DC White Elastomeric Finish Coating at the rate of 1 ¼ gallons per 100 square feet in one (.6l/m<sup>2</sup>) coat.  
**NOTE:** Both coats to be applied same day. Base coat must be thoroughly dry before application of finish coat.
- D. Apply #558 Aluminum Emulsion Coating at the rate 1 ¼ gallons per 100 square feet in one (.61/m<sup>2</sup>) coat.
- E. Any areas that peel must be redone before the project will be considered complete.
- F. In arid climates when rain is unlikely within 30 days of application of the aluminum coat, hose roof surface 30 days after application.

3.11 CLEAN-UP

- A. Test all drains to confirm they are free flowing and clear of debris.
- B. Clean gutters and downspouts as needed of all debris.
- C. Any deficiencies found during final inspection will be corrected within 5 working days and will be re inspected by a Manufacturer's Representative and Owner's Representative.
- D. Leave premises clean to complete satisfaction of the Owner.

END THIS SECTION

ROOF TO BE REROOFED

NAME OF SCHOOL: Kingsley Elementary School  
ADDRESS 5600 Kingsley Street  
Ontario, CA

AREA TO BE REROOFED: Building Wings E & G  
as per drawing and/or jobwalk.

ROOF PREPARATION

Complete tear-off and removal of existing roofs.

Remove any abandoned pipes, flashings, etc.

Contractor shall give a per square foot price for replacing broken or water damaged sheathing, matching existing type and thickness.

Jobs may be stopped if the Contractor doesn't provide a knowledgeable Foreman who understands all aspects of the specification for which his company has contracted to install and supervise the workmanship of his crews. A copy of the specification is to be on the jobsite at all times.

ROOF SYSTEM

H3-NGC-MR: 80# Buffer (#605), two layers of 25# Base Sheet (#604), Monolithic System. All Roof Substraights other than covered walkways, lunch shelters and open areas to receive #280DC White Elastomeric Reflective Coating over #291 Elastomeric Base Coat. On all other Roof Substraights to receive Aluminum Reflective Coating, as specified in Master Specification.

**Note:** Assemble interply sheets shingle fashion, the top finish sheet MUST be installed full width single ply.

Base Flashing: Install Base Flashing Specification #180 (Modified Plus NP180 S/S Polyester Reinforced Membrane

**“Ten & Ten” Manufacturer’s Roof Membrane Warranty.** The Contractor MUST notify the School District and the manufacturer at least 24 hours prior to commencing work to arrange for inspection of the roofing application. Also, if the Contractor pulls off job for any reason, School District personnel and manufacturer’s representative must be notified.

NOTE: Failure to inform the manufacturer prior to commencing work, project may be stopped and Contractor may be held responsible to make any corrections to fulfill contract obligations, without any extra cost being placed on the District or the manufacturer.

Manufacturer shall provide a qualified inspector with reroofing experience and knowledge (5 years plus). Manufacturer’s inspector to make periodic inspections, as well as inspection reports. These reports can be provided to owner’s representative at any time during progress of work.

SPECIAL CONDITIONS

Install new 24-gauge (low rise type) metal edging (1/4” maximum) set in 1/8” bed of #209 ElastoMastic. Install gravel stop on top of completed base sheet assembly as specified in master specifications. Prime roof flange and allow to dry. Install metal with 4” minimum end laps with #209 ElastoMastic between laps and up rise of metal joint. Nail 6” on center with suitable length galvanized nail which will penetrate wood nailer or sheathing in a minimum of 1/2”. Then, over thoroughly dried primer, seal metal to base sheets with a 12 wide layer of Ruftac prior to Monolithic System.

Install all new 24-gauge galvanized metal flashings.

Existing HVAC Unit Metal Pan pitch pockets to be removed and have split lead supply jacks instead of the pitch pans.

Clean, prime and seal all A/C Coils with #209 Elastomastic.

Furnish and Install new 24 Ga Sheet Metal Shim Stock with a 3" face and 1/4" drip edge. Fasten with 1 1/4" screws with rubber washers 2' on center.

Install new 2x4 blocks under conduit or pipes every 10 foot; also reinforce under block with extra layer of 80# Underlayment, 6" wider than blocks, mineral side down, set in generous application of #209 Elastomastic.

HVAC Unit Equipment: Install decktop walkpads on top of completed roof system after aluminum is completely dry. Secure the 3'x4' units by applying five generous spots of #209 Elastomastic on the back surface of each walkpad, turn over, in place, on top of Reflective Coating. Allow approximately 6" between each unit to allow for drainage.  
**(Around 2 – Sides Only)**

If necessary to get a smooth job, base sheets shall be cut and allowed to flatten in piles. Sheets should be broomed and cold process sheets shall be rolled with a weighted roller approximately 30 minutes or up to 4 hours after sheets are in place.

**ADDITIONAL REQUIREMENTS:**

1. Contractor shall provide in his base bid the unit price of all lumber material and labor to demo and install/SF for the replacement of 1,440 square feet (45 sheets) of broken or water damaged sheathing; and demo and install/LF for damaged structural framing and blocking. The quantity listed will be used for future add/deduct. This price will remain valid through the course of the project and no increase or decrease of lumber market price shall affect this unit price.
2. Contractor to provide in his bid an hourly rate for each of the following: Workers, Supervisors and Others as required; for additional scope of work that might be required.
3. Any quantity of lumber not used during the repair shall be credited back to the district at the unit price included in the base bid. ALL materials used must be verified by District Inspector.
4. Identification of materials to be replaced will be done by contractor, inspector and district representative.

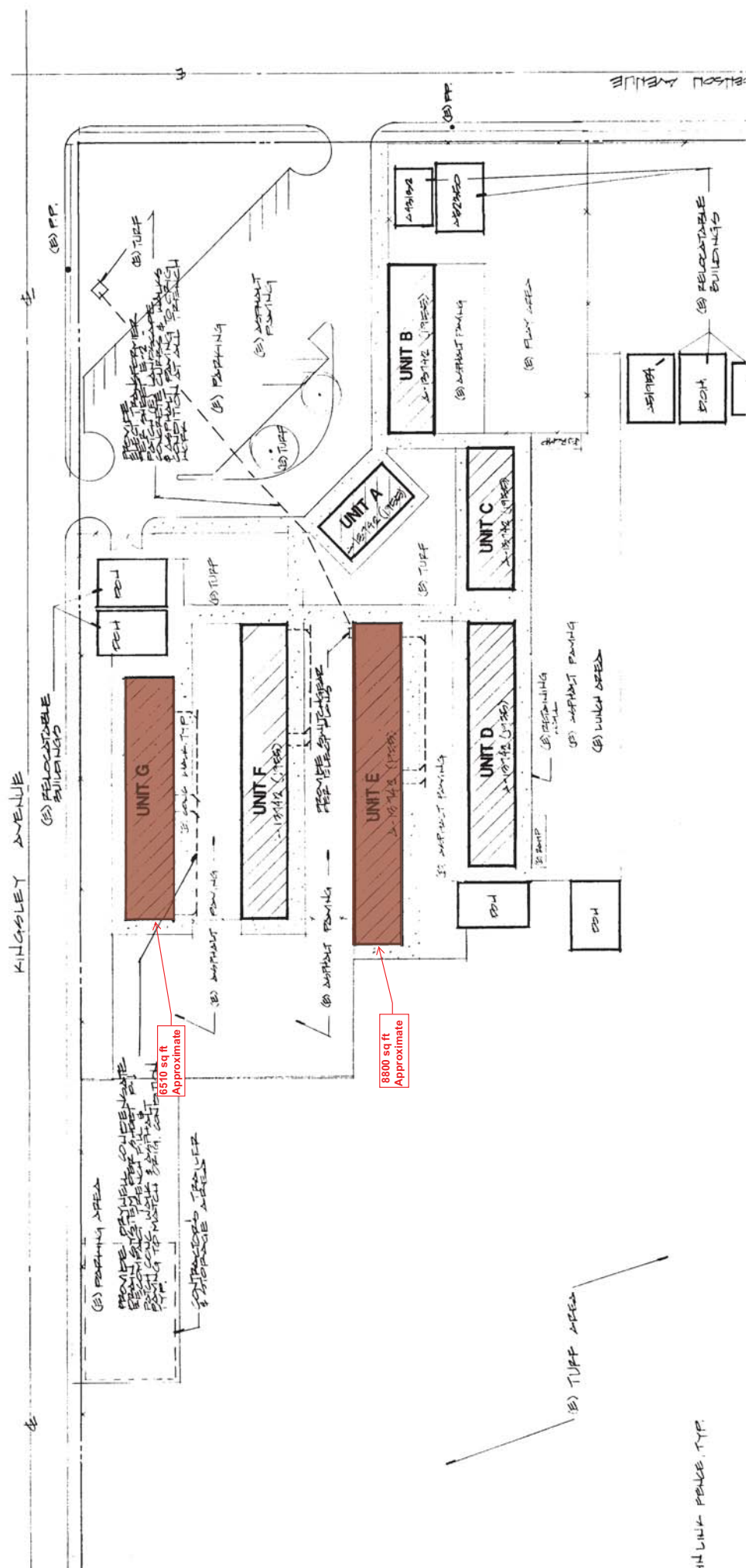
Materials	Quantities	Notes	Unit Price
1/2" Exposure 1 Plywood APA Rated	45 sheets	Min thickness 15/32 – 4ply Remove and Replace	
2x4 DF # 1	900 lf	DF # 1 Remove and Replace	
2X6 DF # 1	600 lf	DF # 1 Remove and Replace	

5. Include an \$15,000.00 allowance in base bid

1 2 3 4 5 6 7 8 9 10 11 12 13 14

KINGSLEY AVENUE

WILSON AVENUE



(B) P.P.

(B) P.P.

(B) PARKING AREA  
PROVIDE PARKING SPACES FOR  
RELOCATABLE BUILDINGS  
CONTRACTOR'S OFFICE  
(B) TURF AREA

8510 sq ft  
Approximate

8800 sq ft  
Approximate

(B) TURF AREA

UNIT LINK POLICE, TYP.

(B) TURF

(B) PARKING

(B) WALKWAY

(B) TURF

UNIT A  
(B) WALKWAY

UNIT B  
(B) WALKWAY

(B) FLUX AREA

UNIT C  
(B) WALKWAY

(B) WALKWAY

(B) WALKWAY

UNIT D  
(B) WALKWAY

UNIT E  
(B) WALKWAY

(B) RELOCATABLE BUILDINGS

UNIT F  
(B) WALKWAY

UNIT G  
(B) WALKWAY