

# **San Bernardino City Unified School District**

777 North "F" Street

San Bernardino, CA 92410

**FACILITIES, MAINTENANCE & OPERATIONS DEPARTMENT**

## **Title of Bid**

**Requirements Contract for Slurry Seal-Coating  
District-wide**

**Bid No. M09-01**

**Bid Documents**



**Bid Opening: December 7, 2009 @ 2:00 p.m.**

**Community Room A & B**

777 North "F" Street

San Bernardino, CA 92410

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District-wide**

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Bid Opening: **December 7, 2009 @ 2:00 p.m.**

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT  
Community Room A & B  
777 North "F" Street  
San Bernardino, CA 92410

**SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**

**BID COVER SHEET**

**BID NO.:**

**BID DUE:**

**PROJECT NAME:**

**THE WORK UNDER THIS BID IS A PROJECT OF:**

**BID PACKAGE SUBMITTAL FROM:**

**BIDDER/  
CONTRACTOR:**

**BIDDER TELEPHONE  
& CONTACT PERSON**

**CONTENTS MUST INCLUDE:** (Please Check Each Box)

**Attachments:**

- 1 – Bid Forms
- 2 – Non-collusion affidavit
- 3 – Bid Bond
- 4 – Equal Opportunity Certification
- 5 – Contractor’s Qualification
- 6 – Notification of Asbestos
- 7 - Contractor’s Certificates

**SUBMIT BID TO:** **BID BOX - PURCHASING DEPARTMENT**  
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT  
777 NORTH "F" STREET  
SAN BERNARDINO, CA 92410

**Each Bidder/Contractor must complete the information on this sheet and affix this sheet to the outside of their bid envelope by gluing or taping.**

**NOTICE TO CONTRACTORS CALLING FOR BIDS**  
(Section I)

NOTICE IS HEREBY GIVEN that the San Bernardino City Unified School District of San Bernardino County, State of California, acting by and through its Governing Board, hereafter referred to as the "District" will receive up to but not later than: **December 7, 2009@ 2:00 p.m.**, sealed bids for the award of a contract for:

**Requirements Contract for Slurry Seal-Coating**  
**District-wide**

**Bid No. M09-01**

District reserves the right to award all or part of this contract to the lowest responsible bidder. The lowest "total composite price" will be the basis for contract award.

All bids shall be made on a bid form furnished by the DISTRICT. Bid Forms, together with all required attachments to the Bid Form, **in a sealed envelope with a copy of the completed required bid cover sheet affixed to the outside of the envelope**, shall be delivered to the DISTRICT and placed in the **Bid Box** in the **Purchasing Department** of San Bernardino City Unified School DISTRICT, 777 North "F" Street, San Bernardino, CA 92410, not later than 2:00 p.m. on December 7, 2009.

All bids shall be opened and publicly read aloud at the above-stated time and place.

Each bid must conform and be responsive to the Contract Documents, which are on file for examination at the *Maintenance & Operations Department, 956 West 9<sup>th</sup> Street, San Bernardino, CA 92411.*

Contractors who are desirous of securing plans, specifications, and proposal forms for the purpose of preparing and submitting a bid for this work may do so subject to certain conditions, hereinafter stated, from the *Maintenance & Operations Department, 956 West 9<sup>th</sup> Street, San Bernardino, CA 92411, attn: Gerald Thompson.* This Notice Inviting Bids and the Contract Documents are available for viewing and downloading at the District websites: [www.sbcusd.com](http://www.sbcusd.com); and [www.sbcusdfacilities.com](http://www.sbcusdfacilities.com); It is strongly suggested that potential Bidders acquire a copy of the contract documents prior to the mandatory pre-bid job walk, so they can familiarize themselves with the project.

This is a Requirements Contract for the listed items and sites. The initial contract term shall be for twelve months from the Notice-to-Proceed. Bids may be extended on an item-by-item basis, in twelve month increments, not to exceed a total of five years. The initial estimated dollar value of this contract is anticipated to be \$100,000.00. The District reserves the right to award all, part or none of this bid and estimated contract amount. The District reserves the right to purchase more than, less than, or none of the quantities indicated, as needed, throughout the duration of the contract or any extensions on an item-by-item basis. The District reserves the right to add

additional contract dollar amounts throughout any term of the bid or extension. Bid prices to remain firm throughout any contract term or extension, except for inflationary adjustments which may be approved by the District at its sole discretion annually. The total contract, including any extensions shall not exceed \$1,000,000.00.

Each bid shall be accompanied by Bid Bond or other security referred to in the Contract Documents, all items indicated in Section II, and a list of proposed subcontractors. ***Each bid must include a completed Contractor's Qualification Statement, Section X, pages 1 through 5; failure to do so will result in rejection of the bid.***

Local and minority bidders are specifically encouraged.

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

District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages, in the locality where this work is to be performed, for each craft or type of workers needed to execute the contract. Copies of the ascertained wage rates are on file in the District offices and are available to any interested party on request. The successful bidder will be required to post a copy thereof at each job site.

It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractors under him, to pay not less than the said specified rates to all workers employed by them in the execution of the contract, per the requirements of Labor Code Sections 1770 & 1773.

Each bid must conform and be responsive to the Contract Documents and shall be accompanied by the following:

- (1) Bid Bond or other security referred to in the Contract Documents;
- (2) List of Proposed Subcontractors;
- (3) Non-collusion Affidavit;
- (4) Contractor's Qualification Statement; and
- (5) Affirmative Action Program.

No bidder may withdraw his bid for a period of ninety (90) days after the date set for the opening of bids. The Contractor to whom the contract is awarded may avail himself of the provisions of Government Code Section 4590, which allows certain securities to be substituted for monies withheld to ensure performance.

**A mandatory pre-bid conference for all interested bidders will be held on November 17, 2009 at 9:00 a.m.**

**Maintenance & Operations Big Conference Room,  
956 West 9<sup>th</sup> Street,  
San Bernardino, CA 92411**

**THIS WILL BE THE ONLY OPPORTUNITY TO INSPECT THE SITES PRIOR TO BID.**

The District will conduct site visits following the pre-bid conference to inspect those areas that will be renovated. The work to be performed under this contract will be done only during times when school is *not* in session. This means all prices shall be inclusive for work done on weekends, holidays, and after normal school operating hours. It is mandatory that each bidder have an authorized representative attend this meeting so that a clear understanding of the scope and detail of the work may be understood. Failure to be represented at this pre-bid conference will result in the rejection of your bid.

Plan for a minimum of three (3) hours to walk all the sites.

No bidder may withdraw his bid for a period of 90 days after the date set for the opening of bids.

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Dates to Remember:

BID NO. **M09-01**

First Publication:	Thursday, November 5, 2009
Second Publication:	Thursday, November 12, 2009
Pre-Bid Conference & Job Walk	9:00 AM, Tuesday, November 17, 2009
RFBI Deadline	4:00 PM, Tuesday, December 1, 2009
Addendum Issuance (if any)	4:00 PM, Friday, December 4, 2009
Bid Opening Date:	2:00 PM, Monday, December 7, 2009

**Contract Documents are downloadable and viewable at [www.sbcusd.com](http://www.sbcusd.com); and [www.sbcusdfacilities.com](http://www.sbcusdfacilities.com);**

## **INSTRUCTIONS TO BIDDERS**

### (Section II)

1. PREPARATION OF BID FORM. The DISTRICT invites bids on the form attached to be submitted at the time and place stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in and all prices must be stated in both words and figures. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, the bidder's address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that the bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

2. BID SECURITY. Each bid shall be accompanied by a certified or cashiers check payable to the DISTRICT, or a satisfactory bid bond in favor of the DISTRICT executed by the bidder as principal and a satisfactory surety company as surety, in an amount of not less than ten (10) percent of the maximum amount of the bid. The check or bid bond shall be given as a guarantee that the bidder shall execute the contract, if it is awarded to him, in conformity with the contract documents and shall provide the surety bond or bonds as specified within twenty-one (21) days after notification of the "intent to award" of the contract to the bidder. Said surety shall be forfeited to the DISTRICT should the bidder to whom the Contract is awarded fail to execute the Agreement and provide said bonds within twenty-one (21) calendar days of the notification of the "Intent to award".

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

4. MODIFICATIONS. Changes in or additions to the bid form, recapitulations of the work bid upon alternative proposals or any other modifications of the bid form which is not specifically called for in the contract documents will result in the DISTRICT'S rejection of the bid as not being responsive to the Notice Inviting Bids. No oral or telephonic modifications of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that the confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of bids.

5. ERASURES. The bid submitted must not contain any erasures, interlineations or other correction unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction of the signature or signatures of the person or persons signing the bid.

6. EXAMINATION OF SITE AND CONTRACT DOCUMENTS. Each bidder shall attend the pre-bid conference and, visit each site of the proposed work beforehand and become fully acquainted with the conditions relating to the construction and labor so that the facilities, difficulties, and restrictions attending the execution of the work under the contract may be fully understood. Bidders shall thoroughly examine and be familiar with the drawings and/or

specifications. The failure or omission of any bidder to receive or examine any contract documents, form, instrument, addendum, or other document or to visit the pre-bid sites and become acquainted with the conditions there existing shall not relieve any bidder from obligations with respect to the bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

7. WITHDRAWAL OF BIDS. Any bid may be withdrawn by the bidder either personally, by written request, or by telegraphic request confirmed in the manner specified above, at any time prior to the scheduled closing time for receipt of bids.

8. AGREEMENT AND BONDS. The agreement form which the successful bidder, as Contractor, will be required to execute, and the form of the payment bond which will be required 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. The payment bond shall be in the amount of one hundred (100) percent of the contract. The contractor will also be required to furnish a performance bond in the amount of one hundred (100) percent of the amount of the contract prior to execution of the contract. The lowest responsible bidder shall have 21 calendar days from the date of the notification of the "Intent to award," to assemble properly executed bonds and signed agreements and return them to the Maintenance and Operations Department, attn: Peace Aneke. Failure to meet this suspense will result in the bidder being "non-responsive" and be cause for rejection of their bid. The Surety must have a "Best" rating of "A" or higher. A- or lower will not be accepted.

9. INTERPRETATION OF PLANS AND DOCUMENTS. If any person 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 District. The person submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued on the District website: [www.sbcusd.com](http://www.sbcusd.com); and at Maintenance & Operations District website: [www.sbcusdfacilities.com](http://www.sbcusdfacilities.com); and/or a copy of such addendum may be mailed or delivered to each person receiving a set of the contract documents. No oral interpretation of any provision in the contract documents will be made to any bidder.

10. BIDDERS INTERESTED IN MORE THAN ONE BID. No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a bid or quoting prices to other bidders or making a prime proposal.

11. AWARD OF CONTRACT. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids, or in the bidding. The award of the contract, if made by the District, will be to the lowest responsible and responsive bidder thereof. District reserves the right to award all or part of this contract to the lowest



responsible and responsive bidder(s).

12. ALTERNATES. If alternate bids are called for, the contract may be awarded, at the election of the governing board, to the lowest responsible bidder on the base bid or on the base bid and any alternate or combination of alternates.

13. EVIDENCE OF RESPONSIBILITY. A bidder whose bid is under consideration for the award of the contract must have submitted to the District, at the time of bid, satisfactory evidence showing the bidder's licenses, financial resources, construction experience and organization available for the performance of the contract. The documents necessary for review by the District are those outlined hereinbelow in paragraph 14, Contractors Qualification Statement.

14. CONTRACTOR'S QUALIFICATION STATEMENT. In order for the District to determine the successful bidder, the bidder shall submit, in writing, at the time of submission of the bid:

- A. A completed Contractor's Qualification Statement form (Section IX). The form is furnished with the Contract Documents. Failure to successfully complete this form will be cause for rejection of the bid.
- B. Proof on the Contractor's Qualification Statement that the bidder has been in business under the same license and company name for at least five consecutive years and shall have successfully completed at least three similar, both dollar amount and scope of work, projects to those being bid.

The procedure for submitting this required information is outlined under paragraph 13 above titled, Evidence of Responsibility.

15. LISTING SUBCONTRACTORS. Each bidder shall submit a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Government Code Section 4100 et seq.). Forms for this purpose are furnished with the contract documents (Section VII, page 3 of 5).

16. WORKER'S COMPENSATION. In accordance with the provisions of Section 3700 of the Labor Code, the Contractor shall secure the payment of compensation to the employees. Contractor shall sign and file with District the following certificate (Section VIII) 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 worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

17. EQUAL OPPORTUNITY. The bidder shall certify that there is a compliance of Equal Employment Opportunity requirements and good faith effort has been made to improve minority employment and agrees to meet federal and state guidelines.

No discrimination shall be made in the employment of persons upon public works in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

**Complete and return the Equal Opportunity Certification form (Section X) with bid.**

18. CONFERENCE AND PRE-BID INSPECTION

A. A mandatory pre-bid conference for all interested bidders will be held:

**November 17, 2009 at 9:00 a.m. at Maintenance & Operations Department  
Conference Room, 956 West 9<sup>th</sup> Street, San Bernardino, Ca 92411, Telephone  
no. is (909) 388-6100**

B. It is mandatory that each bidder has an authorized representative attend this meeting so that a clear understanding of the scope and detail of the work may be understood. Failure to be represented at this pre-bid conference will result in the rejection of your bid.

C. To help eliminate any confusion as to the exact scope of work, a pre-bid conference will be held to discuss the anticipated work. The District will also conduct site visits following the pre-bid conference to inspect those areas that will be renovated. THIS WILL BE THE ONLY OPPORTUNITY TO INSPECT SITES PRIOR TO BID.

**\*\*Note:** Plan for up to three (3) hours for requested site visits.

19. COMPLETION OF WORK AND LIQUIDATED DAMAGES. Work shall be commenced on the date stated in the District's Notice to Proceed and shall be completed by the Contractor in the time frame specified in the Scope of Work. If the work is not completed in accordance with the foregoing, it is understood that the District will suffer damage, it is agreed that the Contractor shall pay to the District as fixed and Liquidated damages, and not as a penalty, the sum stipulated in the amount of Two Hundred Fifty dollars (\$250.00) per calendar day that the work remains incomplete beyond the completion date.

20. UNIT PRICE PER SCHEDULE. Bidders are required to submit a unit price bid for each category of work as a component of their bid package. The estimated percentage of each type work to be performed, relative to the total contract, appears before each unit cost that the bidder must provide. These percentages will be multiplied by the bidders unit price to establish a total weighted average to evaluate the overall cost competitiveness of the bidder. The weighted average costs will be totaled to establish a composite bid total for purposes of establishing the lowest apparent bid.

Incidental costs - The foregoing bid must include California state sales tax, bonds, insurance and all costs incidental to the contract as applicable.

21. SCOPE OF WORK. The work to be performed under this contract shall include, but is not limited to, the following: (1) Attendance at job meetings (2) competent and experienced slurry seal-coat mechanics, (3) full-time supervision at all times, (4) all slurry seal-coating being completed in accordance with the attached written application instructions of the manufacturer.

22. A REQUIREMENTS CONTRACT. This is a requirements contract for the listed items and sites. The initial contract term shall be for twelve months from Notice-to-Proceed. Bids may be extended on an item-by-item basis, in twelve-month increments, not to exceed a total of five years. The initial estimated dollar value of this contract is anticipated to be \$100,000.00. The District reserves the right to award all, part or none of this bid and estimated contract amount. The District reserves the right to purchase more than, less than, or none of the quantities indicated, as needed, throughout the duration of the contract or any extensions on item-by-item basis. The District reserves the right to add additional contract dollar amounts throughout any term of the bid extension. Bid prices to remain firm throughout any contract term or extension, except for inflationary adjustment which may be approved by the District at its sole discretion annually. The total contract, including any extensions shall not exceed \$1,000,000.00

23. KEY PROCEDURE. If, during the course of this contract, it becomes necessary to issue the contractor keys to District property, it will be done in accordance with established procedures through Maintenance & Operations Office located at **956 West 9<sup>th</sup> Street, San Bernardino, CA 92411**. Contractor shall complete the Application for Use of School Building Keys (Section XII). A refundable cash deposit will be collected prior to the issuance of any keys. The contractor will be responsible for any losses incurred while the facilities are under their care, custody, or control. Contractor is additionally bound by State Penal Code Section 469 that prohibits duplication of keys. Reimbursable costs to the District for rekeying school sites for any unreturned master keys will be charged to the contractor based on the following schedule.

Elementary Schools.....	\$5,500.00
Middle Schools.....	\$7,500.00
High Schools.....	\$15,000.00

**Please note: \$250.00 Cash deposit is required for each key checked out, with a maximum of four (4) keys. Keys will be made available from 7:15 am to 8:00 am, 2:00 pm to 3:00 pm or by appointment only.**

24. FINGERPRINTING REQUIREMENTS. Upon award of the Contract, the Contractor will be required to comply with the District's fingerprinting requirements. (Section XI of this Document)

25. BID RESPONSE DEADLINE. Bids must be submitted to the **Purchasing Department Bid Box** by the time and date specified on the bid. Bids are submitted in sealed envelope with the title of the bid, bid number, due date and time of bid opening on the outside of the sealed envelope.

Bids received after the opening time and date will not be accepted. Bids submitted after the deadline will be returned unopened and the bidder will be disqualified. Faxed or emailed bids are not acceptable.

It is the sole responsibility of the bidder to see that the bid and all required documents are received in proper time at the San Bernardino City Unified School District, PURCHASING DEPARTMENT, BID BOX, 777 N. "F" St., San Bernardino, CA 92410.

**SCOPE OF WORK & SPECIFICATIONS**  
(Section III)

**Bid No. M09-01**

**Requirements Contract for Slurry Seal-Coating  
District-wide**

SCOPE OF WORK:

1. The Requirements Contract for Slurry Seal Coating will include the complete preparation, asphaltic seal-coat application, and striping of selected areas at various sites District-wide.

The work to be performed under this specification shall include, but is not limited to, the following:

The Contractor shall attend necessary job meetings and shall furnish competent and full time supervision, experienced seal-coating mechanics, all labor, materials, tools and equipment necessary to complete, in an acceptable manner, the seal-coating installation in accordance with this specification.

The Contractor shall furnish all labor, materials, tools, and equipment necessary to complete, in an acceptable manner, the striping and painting in accordance with this specification. Configuration of striping will follow existing layouts in parking lots. The District will supply detailed layouts to the winning bidder. The District will remove any fencing fabric that interferes with the expeditious application of seal coat.

After receiving a 48-hour prior notification, the District will turn off sprinklers surrounding areas to be seal coated and striped. Under no circumstances will sprinklers be shut off for more than 72 hours.

Seal-coat application shall be in strict compliance with the latest written application instructions of the Manufacturer of the seal-coat products and the following District standards. If a conflict arises between standards, the District shall have sole discretion as to which standard is applicable.

2. This is a Requirements Contract for the listed items and sites: The initial contract term shall be for twelve months from Notice-to-Proceed. Bids may be extended on an item-by-item basis, in twelve-month increments, not to exceed a total of five years. The initial annual estimated dollar value of this contract is anticipated to be \$100,000.00. The District reserves the right to award all, part or none of this bid and estimated contract amount. The District reserves the right to purchase more than, less than, or none of the quantities indicated, as needed, throughout the duration of the contract or any extensions

on an item-by-item basis. The District reserves the right to add additional contract dollar amounts throughout any term of the bid or extension. Bid prices to remain firm throughout any contract term or extension, except for inflationary adjustments which may be approved by the District at its sole discretion annually. The total contract, including any extensions shall not exceed \$1,000,000.00.

3. The District reserves the right to reject all bids without cause or to waive any or all irregularities. The lowest “total composite price” will be the basis for contract award.

4. A MANDATORY JOB WALK WILL BE HELD AT THE ***MAINTENANCE & OPERATIONS DEPARTMENT, CONFERENCE ROOM, 956 WEST 9TH STREET, SAN BERNARDINO, CA 92411*** **TUESDAY, NOVEMBER 17, 2009 @ 9:00 A.M.**

5. WORK HOURS: The work to be performed under this contract will be done only during times when school is not in session. This means all prices shall be inclusive for work done on weekends, holidays, and after normal school operating hours.

6. Preparation and Application of Seal Coat Material

a) Cleaning and Filling Cracks

i) Clean and treat with weed killer (if needed) all cracks 1/8 inch to a maximum of 3 inches in width. Fill cracks with crack filler using as many applications as needed to bring the crack filler flush with the existing surface.

b) Use an asphalt joint sealant that is a hot-melt, polymer modified asphalt crack sealant that is designed for use in asphaltic parking lots, streets, highways, and commercial applications.

c) Surface must be dry and free from all loose material, dirt and dust. Any weeds or plant material shall be removed and treated with herbicide. All herbicide applications require a 72-hour notification to the Maintenance & Operation’s Ground Shop before application.

d) Asphalt joint sealant shall be melted and applied to cracks and joints at temperatures below 400 degrees Fahrenheit. When properly heated, the asphalt joint sealant shall penetrate cracks ¼ inch or wider. Cracks shall be filled flush. Asphalt joint sealant may be applied with a pressure feed wand system or with a pour pot.

e) Physical Properties of Asphalt joint sealant:

i) Softening Point – 220 degrees F. (ASTM D-36)

ii) Cone Penetration @ 77degrees F. – 28dmm (ASTM D-3407)

iii) Resilience @ 77 degrees F. – 50% (ASTM D-3407)

iv) Flow @ 140 degrees F. – 0 mm (ASTM D-3407)

v) Ductility @ 4degrees C. 1cm/min. – 45cm (ASTM D-113)

f) After all pavement repairs have been made, the surface shall be cleaned of all dirt and loose particles of existing pavement by means of a power broom, power blower, or by flushing with high pressure water. The surface shall be inspected and approved by the District prior to the Contractor proceeding with the seal coat application.

g) For best results, the asphalt, just prior to being sealed, should be sprayed with a mist of water in an amount that will leave the surface damp but with no puddles or visible water. This procedure is critical when the ambient temperature is hot with bright sunlight or when the pavement is excessively aged or porous. In these two instances, the pavement will draw the water out of the sealant at too rapid a rate unless pre-watered.

## 7. Application

a) Seal coat may be mixed with water to obtain desired consistency for job requirements to a maximum of 10%. Care should be taken not to over dilute. Material after dilution shall be mixed with a mechanical agitator to maintain consistency and ease of application. Note that as the pavement increases in roughness, the amount of dilution should be decreased.

b) Apply sealant using a truck-mounted tank, wheeled container, or can. Spread in continuous parallel lines by means of a spray system, rubber-faced squeegees, or by broom. This can be done by hand or by machine. Tools should be wet before use. Sealant should be spread uniformly, by squeegee or spray in a manner to eliminate all puddling, ridges, and air pockets, at a rate specified in contract based on pavement surface condition.

c) When first coat has completely dried, apply the second coat. While misting is not normally required before second coat, surface should be clean with no foreign materials on it.

d) Sealant should be allowed to dry 24-48 hours before permitting heavy traffic.  
NOTE: When asphalt is cold or in shade, or air temperature is below 75°, based on general weather, humidity, and temperature conditions, drying time may need to be extended. Minimum application temperature: 55 and rising.

### Recommended Application Rates

a) Proper application rates depend greatly upon the type and condition of the pavement. Porous or very old pavement absorbs a greater amount of the seal coat, therefore requiring more material. Also, where there are many rocks exposed in the pavement, a greater depth of seal is required to cover these rocks. For best results, sealant should be applied in two coats.

- b) The following rates (before dilution) for two coats may be used as guidelines only, as exact coverage depends upon both the condition of existing pavement and the surface condition desired after application.

Smooth, dense pavement – 20 gals per 1,000 sq. ft.

Medium surface – 30 gals. per 1,000 sq. ft.

Rough, aged surface – 45 gals. per 1,000 sq. ft.

Excessively rough surfaces – 50 gals. per 1,000 sq. ft.

#### Seal Coat Material

- a) Asphalt based seal coat shall be “Guardtop” as manufactured by Industrial Asphalt, Irwindale Ca, “Overkote” as manufactured by Diversified Asphalt Products, Anaheim, California, or approved equal. Seal coat must meet the Green Book specifications for asphaltic coatings (no carcinogens, non asbestos, and non flammable).

#### Traffic Marking Paint

- a) All play areas will be re-stripped by the District. Contractor will be responsible for re-stripping all parking areas.
- b) Paint is to be applied in the colors indicated by use of conventional or airless equipment. Products used must meet Federal Specification TT-P 1952D Type I and Type II and Cal-Trans 8010-20B.
- c) Apply paint only within the temperatures allowed by the seal coat and paint manufacturer for maximum results. All application to comply with the manufacturer’s recommendations and the state and federal specifications referenced above. District has sole discretion as to which standard applies.
- d) All surfaces receiving striping paint are to be clean, dry, and free from dirt, oil, grease, carbons, wax, loose or peeling paint, or any contaminant that may interfere with adhesion. Seal coat must have reached a sufficiently dry condition, as recommended by the manufacturer, prior to application of any striping paint.
- e) Minimum required Mil thickness shall be 14 to 18 mils wet and 10 mils dry.
- f) Prior to the application of seal coat, the contractor shall take photographs of the existing parking layout. Accurate measurements shall be taken and Hilti Shot Pins, or equal, shall be placed at the ends of each parking line to be used as an accurate location for re-stripping after the seal coat application.



Special Instructions:

It will be the Contractor's responsibility to comply with all federal, state, and local regulations.

The Contractor shall take all precautions necessary to safeguard the health and safety of its employees, subcontractors, students, school staff, parents, and visitors.

**8. Schools and Site locations of possible work.**

ELEMENTARY SCHOOLS

ELEMENTARY SCHOOLS  
(continued)

Alessandro Elementary –	670 Ramona Ave. San Bernardino, 92411	Kendall Elementary –	4951 State St. San Bernardino, 92407
Allred Child Care Center –	303 S. K St. San Bernardino, 92410	Kimbark Elementary –	18021 W. Kenwood Ave. San Bernardino, 92407
Anderson T.M.R. School –	24302 E. 4th St. San Bernardino, 92410	Lankershim Elementary –	7499 Lankershim St. Highland, 92346
Anton Elementary –	1501 Anton Court San Bernardino, 92404	Lincoln Elementary –	255 W. 13th St. San Bernardino, 92405
Arrowhead Elementary –	3825 Mt. View Ave. San Bernardino, 92405	Lytle Creek Elementary –	275 S. K St. San Bernardino, 92410
Barton Elementary –	2214 Pumalo St. San Bernardino, 92404	Marshall Elementary –	3288 N. G. St. San Bernardino, 92405
Belvedere Elementary –	2501 Marshall Blvd. Highland, 92346	Monterey Elementary –	794 Monterey St. San Bernardino, 92410
Bradley Elementary –	1300 Valencia Ave. San Bernardino, 92404	Mt. Vernon Elementary –	1271 W. 10th St. San Bernardino, 92411
Burbank Elementary –	198 W. Mill St. San Bernardino, 92408	Muscoy Elementary –	2119 W. Blake St. San Bernardino, 92407
California Elementary –	2699 N. California St. San Bernardino, 92407	Newmark Elementary –	4121 N. Third Ave. San Bernardino, 92407
Carmack O.H. School –	4777 State St.	North Park Elementary –	5378 N. H. St.

	San Bernardino, 92407		San Bernardino, 92407
Cole Elementary –	1331 Cole Ave. Highland, 92346	Oehl Elementary –	2525 Palm Ave. Highland, 92346
Cypress Elementary –	26825 Cypress St. Highland, 92346	Parkside Elementary –	3775 N. Waterman Ave. San Bernardino, 92404
Davidson Elementary –	2844 Davidson Ave. San Bernardino, 92405	Riley Elementary –	1266 N. G. St.  San Bernardino, 92405
Del Rosa Elementary –	3395 N. Mountain Ave. San Bernardino, 92404	Rio Vista Elementary –	1451 California St. San Bernardino, 92411
Eliot Child Care –	2350 N. E. St. San Bernardino, 92407	E. Neal Roberts Elementary –	494 E. 9th St. San Bernardino, 92410
Emmerton Elementary –	1888 Arden Ave. San Bernardino, 92404	Roosevelt Elementary –	1554 N. Garner Ave. San Bernardino, 92411
Fairfax Elementary –	1362 Pacific St. San Bernardino, 92404	Thompson Elem. –	7401 Church Ave.  Highland, 92346
Harmon D.C.H. School –	4865 State St. San Bernardino, 92407	Urbita Elementary –	771 S. J St.  San Bernardino, 92410
Highland Pacific Elem. –	3340 E. Pacific St. Highland, 92346	Vermont Elementary –	3695 Vermont St.  San Bernardino, 92407
Hillside Elementary –	4975 N. Mayfield Ave. San Bernardino, 92407	Warm Springs Elementary –	7497 Sterling Ave. San Bernardino, 92410
Hunt Elementary –	1342 Pumalo St. San Bernardino, 92404	Wilson Elementary –	2894 Belle St. San Bernardino, 92404
Inghram Elementary –	1695 W. 19th St. San Bernardino, 92411	Bing Wong Elementary –	1250 East 9th St.  San Bernardino, 92410
Jones Elementary –	700 North F. Street San Bernardino, 92410		

MIDDLE SCHOOLS

OTHER SITES

Arrowview M.S. –	2299 N. G. St. San Bernardino, 92305	Adult Education –	1200 N. E St. San Bernardino, 92405
Cesar E. Chavez M.S. –	6650 N. Magnolia Ave. San Bernardino, 92407	Board of Education –	777 N. F. St. San Bernardino, 92410
Curtis Middle School –	1050 N. Del Rosa Dr. San Bernardino, 92410	Maintenance & Operations –	956 W. 9th St. San Bernardino, 92411
Del Vallejo M.S. –	1885 E. Lynwood Dr. San Bernardino, 92404	SAGES Building School Police –	536 W. Baseline San Bernardino, 92410
Golden Valley M.S. –	3800 Waterman Ave. San Bernardino, 92404	S.M.A.R.T. Building –	793 N. E. St. San Bernardino, 92410
Martin Luther King M.S. –	1250 N. Medical Center Dr. San Bernardino, 92411		San Bernardino, 92410 Warehouse 871 J. St. –
Richardson Prep –	455 S. K St. San Bernardino, 92410		San Bernardino, 92410 W.H.A.A. Bldg. – 1535 W. Highland Ave. San Bernardino, 92411
Rodriguez Prep –	195 N. Guthrie St. Highland, 92346		
Serrano M.S. –	3131 Piedmont Dr. Highland, 92346		
Shandin Hills M.S. –	4301 Little Mountain Dr. San Bernardino, 92407		

## HIGH SCHOOLS

Arroyo Valley H.S. –	1881 W. Base Line St. San Bernardino, 92411
Cajon High School –	1200 Hill Dr.  San Bernardino, 92407
Pacific High School –	1020 Pacific St.  San Bernardino, 92404
San Andreas H.S. –	3232 Pacific St.  Highland, 92346
San Bernardino H.S. –	1850 N. E. St.  San Bernardino, 92405
San Gorgonio H.S. –	2299 Pacific St.  San Bernardino, 92404
Sierra High School –	570 E. 9th St.  San Bernardino, 92410

**GENERAL CONDITIONS**  
(Section IV)

Article 1. EXAMINATION OF SITE

Each contractor must carefully examine the site and become thoroughly familiar with all existing conditions within the scope of the work. By the act of submitting a bid, the contractor will be deemed to have made such examination, and to have accepted such conditions, and to have made allowance therefore in preparing the bid. No extras will be allowed for the work necessitated by omission or discrepancies.

Article 2. QUALIFIED WORKERS

All persons employed in the performance of this work shall be especially skilled for the kind of work for which they are employed and shall work under the direction of competent supervision.

Article 3. MATERIAL QUALITY AND SUBSTITUTIONS

The contractor shall furnish and use new materials for every part of the work unless otherwise specified. Whenever, in the specifications, any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, or article desired and shall be deemed to be followed by the words "or equal," and contractor may, unless otherwise stated, offer any material, process, or article which shall be substantially equal or better in every respect to that specified, then contractor shall furnish material, process, or article specified. Burden of proof as to equality of any material process, or article shall rest with the contractor. Contractor shall submit request, together with substantiating data, for substitution of an "or equal" item with bid submittal. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of this contract. In the event contractor furnished material, process, or article is more expensive than that specified, difference in cost of such material, process, or article so furnished shall be borne by contractor. **(No asbestos containing material will be accepted.)**

Article 4. INSPECTION

A. All materials furnished and all work done under these specifications shall be subject to rigid inspection by the District inspector. Said inspector, employed by the District in accordance with requirements of Title 21 of the California Administrative Code, will be assigned to the work. His duties are specifically defined in Section 34 of said Title 21. All work shall be under observation of said Inspector. Inspector shall have free access to any or all parts of the work at any time. Contractor shall furnish inspector reasonable opportunities for obtaining such information as may be necessary to keep fully informed respecting progress and manner of work and character of materials. Inspection of work shall not relieve contractor from any obligation to fulfill this contract. Inspector shall have authority to stop work whenever provisions of contract documents are not being complied with, and contractor shall instruct employees accordingly.

B. Whenever contractor desires to work at night or on Saturdays, Sundays, or holidays, or before 7:30 a.m. or after 4:00 p.m., 48 hours notice shall be given to the Director of Maintenance & Operations so that inspection of completed work can be provided.

Article 5. PERMITS AND LICENSES

The contractor shall obtain all permits and licenses that are required by the City of San Bernardino and/or County of San Bernardino for the performing of the work and shall give all notices necessary in connection therewith, and pay all fees relating thereto, and all cost and expenses incurred on account thereof, and deliver certificates of same to the District upon completion.

Article 6. LAWS AND REGULATIONS

The contractor shall conform to all Federal, State, County, and City laws ordinances and regulations covering the work.

Article 7. PRECAUTIONS

The contractor shall take all precautions at all times to avoid injury or damage to any person or persons or any property and, upon completion of the work or at times as directed, replace premises and adjacent property in a satisfactory condition, as directed.

Article 8. NUISANCES

Attractive nuisances shall not be permitted on district property. Contractor's tools, equipment, and materials must not be left unsecured or unattended on site. Personal transportation vehicles, not essential to the performance of the job, shall not be parked or driven on campus. Professional decorum must be maintained at all times. Worker dress, conduct, language, and noise must be appropriate for a school site. District policy prohibits the use of tobacco products on District property.

Article 9. MAINTENANCE OF SITE

The contractor shall properly clean the work site as it progresses, as directed during construction; rubbish shall be removed and, at completion, the whole work site shall be cleaned and all temporary construction, equipment, and rubbish shall be removed from the site, with all areas being left in a clean and safe condition satisfactory to the District.

Article 10. WORKERS' COMPENSATION INSURANCE

The contractor shall provide, during the life of this contract, workers' compensation insurance for all employees hired by the contractor and engaged under this contract on or at the site of the project and, in case any of the work is sublet, the contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employees not covered by a subcontractor's insurance shall be covered by the contractor's insurance. In case any class of employees engaged in work under this contract, on or at the site of

the project, is not protected under Workers' Compensation Statute, the contractor shall provide or shall cause subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The contractor shall file with the District certificates of insurance protecting workers.

#### Article 11. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect the contractor and District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from operation under this contract, in amounts set forth in the Agreement. The contractor shall require the subcontractors, if any, to take out and maintain similar public liability and property damage insurance in appropriate amounts.

#### Article 12. FIRE INSURANCE

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

#### Article 13. PROOF OF INSURANCE

The contractor shall not commence work or allow any subcontractor to commence work under this contract until all required insurance and certificates have been delivered in duplicate to and approved by the District. District shall be named as a co-insured in all said insurance policies. Certificates and insurance policies shall include the following clause:

"This policy shall not be canceled or reduced in required limits of liability of amount of insurance until notice has been mailed to the District stating date of cancellation or reduction. Date of cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

"Certificates of insurance shall state in particular those insured, extent of insurance, location, and operation to which insurance applies, expiration date, and cancellation and reduction notice."

#### Article 14. INSURANCE

CONTRACTOR must maintain current insurance as follows:

- a. Workers' Compensation; statutory
- b. General liability; true occurrence without a sunset clause.
  - \$1,000,000.00 limit
  - Premises - operations
  - Completed - operations
  - Contractual - broad form property damage, independent contractors, personal injury



Bodily injury: \$1,000,000.00 per occurrence  
\$1,000,000.00 aggregate  
Property damage: \$1,000,000.00 per occurrence  
\$1,000,000.00 aggregate

c. Automobile Liability

Bodily: \$1,000,000.00 person  
Accident: \$1,000,000.00  
Property damage: \$1,000,000.00 each accident

d. Insurance carrier must be licensed and admitted to sell insurance in the State of California and with a "Best" rating of "A" or higher.

e. All funds and holdings must be held within the fifty states that constitute the United States of America.

Submission of all requested Evidence of Responsibility information, in the proper form and format is a mandatory condition that will be strictly enforced for all bidders as listed in the Information to Bidders.

Article 15. HOLD HARMLESS AGREEMENT

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

- A. Liability for damages for (1) death or bodily injury to persons, (2) injury to property, or (3) any other loss, damage, or expense arising under either (1) or (2) above, sustained by the contractor and any person, firm, or corporation employed by the contractor upon or in connection with the work called for in this agreement except for liability for damages referred to above which results from the sole negligence or willful misconduct of the District, its officers, employees, agents, or independent contractors who are directly employed by the District or for defect in design furnished by such persons.
- B. Any injury to or death of persons or damage to property sustained by any person, firm, or corporation, including the District, arising out of or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school District property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, agents, or independent contractors who are directly employed by the District, or for defects in design furnished by such persons.
- C. The contractor, at his own expense, cost, and risk, shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit, or other proceeding as a result thereof.

Article 16. PAYROLL TAXES

The contractor agrees to accept exclusive liability for the payment of any payroll taxes or contributions for unemployment insurance or old age pension or annuities which are measured by the wages, salaries, or other remuneration paid to the employees on the work.

Article 17. WAGE RATES

- A. Pursuant to the provision of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the governing body of the District has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute the contract. The general prevailing rate of per diem wages determined are set forth in the Notice to Contractors or are available at the Building Services Department.
- B. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified.
- C. There shall be paid each worker of the contractor or any of the subcontractors engaged in work on the project not less than the wage rate listed herein, regardless of any contractual relationship.
- D. Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code Section 1773.1(8).
- E. The contractor shall, as a penalty to the District, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates as determined by the director for such work or craft in which such worker is employed for any public work done under the contract by the contractor or by any subcontractor. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the contractor.
- F. Any worker employed to perform work on the project, which work is not covered by any classification listed in the Notice to Contractors, shall be paid not less than the minimum rate of wages specified herein for the classification which most nearly corresponds to the work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.
- G. Pursuant to Labor Code Section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, and similar purposes.
- H. Contractor and each subcontractor shall keep or cause to be kept an accurate record showing the name, occupation, and actual wages paid to each worker employed in connection with this

public work, which record shall be open at all reasonable hours to inspection by the District, its officers, and agents, and the Chief of Division of Labor Law Enforcement of the State Department of Industrial Relations of the State of California, its deputies, and agents.

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

#### Article 18. APPRENTICES

Apprentices of any crafts or trades may be employed, and when required by Labor Code Section 1777.5, shall be employed provided they are properly indentured to the contractor in full compliance with provisions of the Labor Code. The contractor agrees that compliance with the provision of Labor Code 1777.5 be maintained.

#### Article 19. HOURS OF WORK

A. As provided in Article 3 (commencing at Section 1801), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day of work. The time of service of any worker employed at any time by the contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

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

C. The contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provision of Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

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

Article 20. UNATTENDED EQUIPMENT

The contractor shall not leave any machinery or equipment unattended if it is possible for children or any person other than employees of the contractor or subcontractors to start the machinery and operate the equipment. Any damage to persons or property which directly or indirectly results from failure to comply with this provision shall be reimbursed by the contractor by payment to the District or to any other person or persons named by the District.

Article 21. PROVISION OF LAW INSERTION

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.

Article 22. UTILITIES: REMOVAL, RESTORATION

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

B. This article shall not be construed to preclude assessment against the contractor for any other delays in completion of the work. Nothing in this article shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, vaults, valve boxes, meters, stand pipes, jetter junction boxes, on or adjacent to the site of the construction.

C. If the contractor, while performing work under this contract, discovers utility facilities not identified by the District in the contract plans or specifications, he shall immediately notify the District about the utility in writing.

D. If any utility is uncovered during the course of construction, it is the contractor's responsibility to notify the District to obtain an inspection prior to covering.

E. The Contractor must obtain an authorized dig permit from the District (Maintenance & Operations Department) seven (7) days prior to commencing any excavation.

Article 23. PAYMENT

The District at its sole discretion, shall withhold 10% of contract payments at such time as the work is fully completed according to the contract, an amount equal to ninety percent (90%) of the contract price shall be due and payable. Issuance of final payment of ten percent (10%), shall be made upon satisfactory completion of the contract and with the contractor's submittal of evidence, satisfactory to the District, that all payrolls, material bills, and other indebtedness connected with the work have been paid in full. The District may, at its option, incrementally release retained monies upon satisfactory completion of each phase of work in accordance with the above conditions. Acceptance by the contractor of said final payment shall constitute a waiver of all claims against the District arising from this contract.

Article 24. RETENTION

Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention earnings withheld by District to ensure performance.

Article 25. GUARANTEE

The Contractor shall guarantee for all labor and material for a period of one year from the date of completion, all work covered in this Contract against any defect which may develop during the guarantee period. Additional guarantees for longer duration shall be provided as may be required on the plans and specifications to cover materials and/or labor. Upon notice from the District, the Contractor will repair or replace or otherwise make good said defect in a prompt manner at no additional cost to the District. In the event the Contractor fails to make the necessary repairs within a reasonable time as determined by the District, the District will proceed to have said defects repaired and made good at the expense of the Contractor, which will pay the costs and charges thereof upon demand.

Article 26. ACTS OF GOD

The Contractor shall not be responsible for damage in excess of five (5) percent of the Contract amount to the work caused by an act of God as defined in Public Contract Code 7105, provided the work is built in accordance with the specifications.

Article 27. EXAMINATION AND AUDIT

The contracting parties shall be subject to examination and audit by the Auditor General of the State of California for a period of three (3) years after final payment under the agreement, as provided in Government Code Section 8546.7.

Article 28. DISTRICT'S RIGHT TO TERMINATE CONTRACT

A. If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials to complete the work in time specified, or if he should fail to make prompt payment to Subcontractors for material or labor, or persistently disregard laws, ordinances, or instruction of the District, or otherwise be guilty of a substantial violation of any provision of the Contract, or if he or his Subcontractor should violate any of the provisions of this Contract, then the District may, without prejudice of any other right or remedy, serve written notice upon him and his surety of its intention to terminate this Contract, such notice to contain the reasons for such intention to terminate and unless within ten (10) days after the service of such notice such condition shall cease and satisfactory arrangements for the correction thereof be made, this Contract shall upon the expiration of said ten (10) days, cease and terminate. In such case, the Contractor shall not be entitled to receive any further payment until work is finished. In the event of any such termination, the District shall immediately serve written notice thereto upon surety and the Contractor, and surety shall have the right to take over and perform this Contract, provided, however, that if surety within fifteen (15) days after service upon it of said notice or termination does not give the District written notice of its intention to take over and perform this Contract or does not commence performance thereof within thirty (30) days from date of serving such notice, the District may take over the work and procure same to completion by Contract or by any other method it may deem advisable for the account and at the expense of the Contractor, and he and his surety shall be liable to the District thereby. If the District takes over the work as hereinabove provided the District may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary thereof.

B. If unpaid balance of Contract Price shall exceed expense of finishing work including compensation for additional architectural, managerial, and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay difference to the District. Expense incurred by the District as herein provided, and damage incurred through the Contractor's default, shall be certified by the Maintenance & Operations Director.

C. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

D. Without limiting any rights which the District may have by reason of any default by Contractor hereunder, the District may suspend or terminate this Agreement in whole or in part, at any time, for any other cause, convenience, or any other reason and may suspend or abandon the execution of all or any part of the Work upon written notice to Contractor. Such termination, suspension, or abandonment shall be effective as of the date stated in the written

notice, which shall be no less than fifteen (15) days from the date of the notice. Immediately upon receipt of such notice, Contractor shall cease performance of the Work of this Agreement to the extent specified in the notice and shall incur no further costs or expenses, except as specified in the notice. At the option of the District, all or any of the subcontracts entered into by Contractor prior to the date of termination shall be terminated or shall be assigned to the District. In the event of termination under this subparagraph, the District shall pay Contractor for all services satisfactorily rendered up to the effective date of termination and such payment shall be in full satisfaction of all services rendered hereunder. In no event shall the District be responsible for and Contractor hereby waives any claim for lost profits upon termination for convenience.

Within five (5) calendar days after the date of termination, Contractor shall deliver to the District all documents enumerated in Subsections herein, relating to Documents and Samples at the Site and to Final Payment including, but not limited to, all Shop Drawings, Product Data, Test Results, Samples, and Record Drawings.

#### Article 29. RIGHT TO REJECT BIDS

The District reserves the right to withdraw a line item(s) or entire bid, to waive any irregularities or informalities in a bid, or in the bidding. The District also reserves the right to accept or reject any or all bids or any part of a bid.

#### Article 30. NON-EXCLUSIVE AGREEMENT

This agreement is non-exclusive. The District retains the right to perform its own work or contract with other firms engaged in the same or similar type of work as defined in these documents at any time during the life of the contract.

**BONDS**  
(SECTION V)

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_

\_\_\_\_\_

And \_\_\_\_\_

as Surety, are hereby held and firmly bound unto the \_\_\_\_\_

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT hereinafter called the " District," in

the sum of \_\_\_\_\_ DOLLARS \$ \_\_\_\_\_

for the payment of which sum, will and truly to be made, we hereby jointly and severally our bind ourselves, heirs, executors, administrators, successors, and assigns.

WHEREAS, the said Principal is herewith submitting its proposal for:

**Bid No. M09-01**

**Requirements Contract for Slurry Seal-Coating  
District-wide**

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded and contract upon said Proposal and shall, within the number of days after the notice of such award, execute a written memorial of the awarded contract and submit the required labor and material and faithful performance bonds, then this obligation shall be null and void; and in the event that the principal fails and/or refuses to execute and deliver said documents this bond will be charged with the costs of the damages experienced by the owner as a result of such refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation costs, and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the District may accept such bid; and said Surety does hereby waive notice of any such extension.



IN WITNESS THEREOF) the above bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

Address \_\_\_\_\_  
(Seal)  
(Individual Principal)

\_\_\_\_\_ (Business Address)

Address \_\_\_\_\_  
(Seal)  
(Individual Principal)

\_\_\_\_\_ (Business Address)

Attest: \_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_ (Business Address)

By \_\_\_\_\_  
(Affix Corporate Seal)

Attest: \_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_ (Business Address)

by \_\_\_\_\_  
(Affix Corporate Seal)

The rate of premium of this bond is \_\_\_\_\_ per thousand.  
Total amount of premium charges, \$ \_\_\_\_\_  
(The above must be filled in by corporate surety)

PAYMENT BOND

(Labor and Material Bond)

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, The San Bernardino City Unified School District, by resolution passed, \_\_\_\_\_, 20\_\_\_\_, has awarded to \_\_\_\_\_, designated as the "Contractor," a contract for the work described as follows:

**Bid No. M09-01**

**Requirements Contract for Slurry Seal-Coating  
District-wide**

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

NOW THEREFORE, we, the undersigned contractor and \_\_\_\_\_, as Surety, are held and firmly bound unto the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT in the sum of \_\_\_\_\_ (\$\_\_\_\_\_), for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Contractor, his or its heirs, executors, administrators, successors, or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax board from the wages of employees of the contractor and his subcontractors, with respect to such work and labor, then the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

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

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

IN WITNESS THEREOF, this instrument has been duly executed by the Contractor and Surety above named,

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Attorney-in-fact

By \_\_\_\_\_  
Attorney-in-fact

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

----- as  
Principal, and ----- as Surety,  
are hereby held and firmly bound unto the SAN BERNARDINO CITY UNIFIED SCHOOL  
DISTRICT hereinafter called the "District", in the sum of -----  
----- DOLLARS (\$ -----)

for the payment of which sum, will and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the principal entered into a certain contract,  
hereto attached, with the District, dated ----- 20 \_\_\_\_, for the  
construction of

**Bid No. M09-01**

**Requirements Contract for Slurry Seal-Coating  
District-wide**

-----  
in accordance with plans and specifications, dated -----, 20 \_\_\_\_.

Now, therefore, if the principal shall well and truly perform and fulfill all the undertakings,  
covenant, terms, conditions, and agreements of said contract during the original term of said  
contract and any extension thereof that may be granted by the District with or without notice to  
the surety, and during the life of any guaranty is required under the contract, and shall also well  
and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of  
any and all duly authorized modifications of said contract that may hereafter be made, then this  
obligation to be void, otherwise to remain in full force and virtue.

IN WITNESS THEREOF) the above bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

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

Address

\_\_\_\_\_  
(Business Address)

Address

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

\_\_\_\_\_  
(Business Address)

Attest:

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

By \_\_\_\_\_  
(Affix Corporate Seal)

Attest:

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
(Business Address)

by \_\_\_\_\_  
(Affix Corporate Seal)

The rate of premium of this bond is \_\_\_\_\_ per thousand.  
Total amount of premium charges, \$  
(The above must be filled in by corporate surety)

**AGREEMENT**  
(Section VI)

THIS AGREEMENT, dated on \_\_\_\_ day of-----, 2009 in the County of San Bernardino, State of California, by and between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, hereinafter referred to as “DISTRICT” with its principal place of business at 777 North “F” Street, San Bernardino, California 92410, and \_\_\_\_\_, hereinafter referred to as “CONTRACTOR” having a principal place of business at \_\_\_\_\_, \_\_\_\_\_, California \_\_\_\_\_.

WITNESSETH:

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

1. CONTRACTOR shall perform, within the time stipulated, the contract as herein defined, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services to complete, in a workmanlike manner, all the work required in connection with the following titled project:

**Bid No. M09-01**  
**Requirements Contract for Slurry Seal-Coating**  
**District-wide**

All of said work to be performed and materials to be furnished shall be in strict accordance with the Plans, Drawings, Specifications, and provisions of the contract documents hereinafter enumerated.

2. This Requirements Contract is for Slurry Seal-Coating District-wide. The scope of work and the exact areas potentially needing Slurry Seal-Coating are identified in Section III, “**Scope of Work.**” The initial contract term shall be for twelve months from the date on the Notice-to-Proceed. Bids may be extended on an item-by-item basis, in twelve-month increments, not to exceed a total of five years. The initial annual estimated dollar value of this contract is anticipated to be \$100,000.00. The District reserves the right to award all, part, or none of this bid and estimated contract amount. The District reserves the right to purchase more than, less than, or none of the quantities indicated, as needed, throughout the duration of the contract or any extensions on an item-by-item basis. The District reserves the right to add additional contract dollar amounts throughout any term of the bid or extensions. Bid prices to remain firm throughout any contract term or extension, except for inflationary adjustments which may be approved by the District at it’s sole discretion annually. The total contract, including any extensions shall not exceed \$1,000,000.00.

3. The contract entered into by this Agreement consists of the following Contract Documents all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice to Contractors Calling for Bids  
Instructions to Bidders  
Bid, as accepted  
List of Subcontractors  
Agreement  
Scope of Work  
Bid Bond  
Performance Bond  
Payment Bond  
General Conditions  
Supplemental Conditions  
Specifications  
Contractor's Certificates  
Evidence of Responsibility (including Contractor's Qualification Statement)  
Equal Opportunity Certification  
Non-collusion Affidavit  
Addenda Nos.

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

4. 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:

\_\_\_\_\_ (Amount in Words)  
\_\_\_\_\_ (Amount in Figures)

said sum being the total amount of the following amounts stipulated in the proposals:

5. The work shall be commenced and completed on the dates specified in the District's "NOTICE TO PROCEED," unless both parties agree in writing to other arrangements.

6. In accordance with Government Code Section 53069.85, for each working day work is not started or completion is delayed beyond the time allowed herein, CONTRACTOR agrees to forfeit and pay to DISTRICT the sum of \$250.00 per day per site, assessed individually and separately, which shall be deducted from any payments due or to become due to the CONTRACTOR. Time extensions may be granted by the DISTRICT as provided herein.

7. All notices and documents required pursuant to the terms hereof shall be in writing and

may be delivered in person or by certified or registered mail, postage paid, as follows:

DISTRICT

Maintenance & Operations Dept  
Edward Norton, Director  
956 W. Ninth Street  
San Bernardino, California 92411  
(909) 388-6100

CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, California \_\_\_\_\_  
Phone: \_\_\_\_\_

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

8. All invoices will be audited and approved by the DISTRICT's representative who, for the purpose of this Agreement is as follows:

Edward Norton, Director  
Maintenance & Operations Department  
956 W. Ninth Street  
San Bernardino, California 92411

The invoice shall describe in detail the services rendered and an ongoing balance of amount paid to date. The invoice shall have the information as shown hereinbelow. The DISTRICT shall make payment to the CONTRACTOR after receipt and approval of the invoice(s). It is important to DISTRICT that DISTRICT monitor expenditures on a monthly basis. Therefore, CONTRACTOR shall, in a timely manner and for the duration of work on the Site Location, submit an invoice to DISTRICT for each project site for which CONTRACTOR has provided services.

**Invoice Format.** All invoices submitted by CONTRACTOR for services hereunder shall comply with the invoice format illustrated in Section XIV, Invoice Format, to the Contract. Electronic copy is available upon request. Invoices submitted by CONTRACTOR that do not conform to the format as set forth in the form may be returned by DISTRICT to CONTRACTOR for correction and resubmission. Each and every invoice submitted by CONTRACTOR to DISTRICT shall show the following information:

**General Information**

- a. CONTRACTOR's Firm Name
- b. CONTRACTOR'S Address
- c. License Number
- d. Date
- e. Site Location
- f. Contractor Contact Phone and Fax no.



g. Bid No.

***Line Items***

- h. Total Square Feet
- i. Description of work
- j. Unit Price (\$)
- k. Unit Total (\$)
- l. Total Amount of all projects assigned to date

***Purchase Order Summary***

- m. Purchase Order Number
- n. Amount of Purchase Order
- o. Amount billed to date
- p. Balance Remaining on Purchase Order

9. TERMINATION OF AGREEMENT: If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials to complete the work in time specified, or if he should fail to make prompt payment to Subcontractors for material or labor, or persistently disregard laws, ordinances, or instruction of the District, or otherwise be guilty of a substantial violation of any provision of the Contract, or if he or his Subcontractor should violate any of the provisions of this Contract, then the District may, without prejudice of any other right or remedy, serve written notice upon him and his surety of its intention to terminate this Contract, such notice to contain the reasons for such intention to terminate and unless within ten (10) days after the service of such notice such condition shall cease and satisfactory arrangements for the correction thereof be made, this Contract shall upon the expiration of said ten (10) days, cease and terminate. In such case, the Contractor shall not be entitled to receive any further payment until work is finished.

A. In the event of any such termination, the District shall immediately serve written notice thereto upon surety and the Contractor, and surety shall have the right to take over and perform this Contract, provided, however, that if surety within fifteen (15) days after service upon it of said notice or termination does not give the District written notice of its intention to take over and perform this Contract or does not commence performance thereof within thirty (30) days from date of serving such notice, the District may take over the work and procure same to completion by Contract or by any other method it may deem advisable for the account and at the expense of the Contractor, and he and his surety shall be liable to the District thereby. If the District takes over the work as hereinabove provided the District may, without liability for so doing, take possession of and utilize in completing the work such

materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary thereof.

B. If unpaid balance of Contract Price shall exceed expense of finishing work including compensation for additional architectural, managerial, and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay difference to the District. Expense incurred by the District as herein provided, and damage incurred through the Contractor's default, shall be certified by the Maintenance & Operations Director.

C. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

D. Without limiting any rights which the District may have by reason of any default by Contractor hereunder, the District may suspend or terminate this Agreement in whole or in part, at any time, for any other cause, convenience, or any other reason and may suspend or abandon the execution of all or any part of the Work upon written notice to Contractor. Such termination, suspension, or abandonment shall be effective as of the date stated in the written notice, which shall be no less than fifteen (15) days from the date of the notice. Immediately upon receipt of such notice, Contractor shall cease performance of the Work of this Agreement to the extent specified in the notice and shall incur no further costs or expenses, except as specified in the notice. At the option of the District, all or any of the subcontracts entered into by Contractor prior to the date of termination shall be terminated or shall be assigned to the District. In the event of termination under this subparagraph, the District shall pay Contractor for all services satisfactorily rendered up to the effective date of termination and such payment shall be in full satisfaction of all services rendered hereunder. In no event shall the District be responsible for and Contractor hereby waives any claim for lost profits upon termination for convenience.

E. Within five (5) calendar days after the date of termination, Contractor shall deliver to the District all documents enumerated in Subsections herein, relating to Documents and Samples at the Site and to Final Payment including, but not limited to, all Shop Drawings, Product Data, Test Results, Samples, and Record Drawings.

10. CONTRACTOR shall take out and maintain during the life of this contract insurance as required by Articles 10 through 14 of the General Conditions in the following amounts:

- a. Contractor's Public Liability Insurance in an amount not less than \$1,000,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one accident.
- b. Contractor's Property Damage insurance in an amount not less

than \$1,000,000.00 each accident.

- c. Automotive Liability, Bodily: \$1,000,000.00 person  
Accident: \$1,000,000.00

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

12. The Contractor agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from each and 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 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 for damages referred to above which results from the sole negligence or willful misconduct of the District, its officers, employees, agents, or independent contractors who are directly employed by the District, or for defects in design furnished by such persons.
- b. Any injury to or death of persons or damage to property, sustained by any person, firm, or corporation, including the District, arising out of or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, agents, or independent contractors who are directly employed by the District, or for defects in design furnished by such persons.
- c. The contractor, at his own expense, cost, and risk, shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit, or other proceeding as a result thereof.

13. This Agreement may be amended by the mutual written consent of the parties hereto. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

14. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

15. By signing this agreement the CONTRACTOR acknowledges receipt and acceptance of the following DISTRICT policies:

1. Smoking and Use of Tobacco at District Facilities Policy (No. 3520a-b).
2. Affirmative Action Program for Equal Employment Opportunity Policy (No. 41361a-c).
3. Nondiscriminatory Harassment Policy (No. 4136.1a-c).
4. Drug-Free Workplace Policy (No. 4205).

16. All parties agree that the CONTRACTOR shall abide by the same terms and conditions of conduct as is expected of DISTRICT employees in each of these policies, *without* the implication of employment. It is further understood that failure to abide by these policies may result in immediate termination of this agreement and, in addition, may result in other personal legal avenues of remedy on the part of the individuals involved. While it is acknowledged that these policies specifically address employees of the DISTRICT, it is understood that the CONTRACTOR *is not* an employee of the DISTRICT.

17. The CONTRACTOR certifies it will not discriminate on the basis of race, color, national origin, ancestry, sex (including sexual harassment), marital status, handicap, disability, medical condition, religion, or age in any of its policies, procedures, or practices in compliance with:

- a. Title VI and VII of the Civil Rights Act of 1964, as amended  
(Pertaining to race, color, national origin, and religion);
- b. Title IX of the Education Amendments of 1972  
(Pertaining to sex discrimination);
- c. Section 504 of the Rehabilitation Act of 1973  
(Pertaining to handicap);
- d. The Age Discrimination Act of 1975

- (Pertaining to age);
- e. The Fair Employment and Housing Act  
(Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40);
- f. The Americans with Disabilities Act of 1990  
(Pertaining to disability)

It is the responsibility of the CONTRACTOR to ensure that those employed by or subcontracted by the CONTRACTOR also adheres to DISTRICT and Public Policies. These non-discrimination policies cover admission and access to, and treatment and employment in, the DISTRICT's programs and activities.

18. This Agreement is governed by and construed in accordance with the laws of the State of California.
- a. The CONTRACTOR shall conform to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work. It is the CONTRACTOR's total responsibility to determine specific details of such requirements and warrant that all work performed as part of this Agreement totally conforms to such requirements.
- b. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement 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 Agreement shall forthwith be physically amended to make such insertion or correction.
- c. The CONTRACTOR and the District agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

19. This Agreement, including exhibits, terms on the purchase order and addenda incorporated herein by reference, represents the entire agreement and understanding between the parties. The terms of this Agreement will prevail over any different or

additional terms in CONTRACTOR's bid or other forms unless agreed in writing by DISTRICT. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

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

DISTRICT:

CONTRACTOR:

SAN BERNARDINO CITY UNIFIED  
SCHOOL DISTRICT

By: \_\_\_\_\_  
Mohammed Z. Islam  
Chief Business Financial Officer

By: \_\_\_\_\_  
Authorized Officers or Agents

California Contractor's License  
Number: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

(Corporate Seal)

**BID FORM**  
(Section VII)

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

Address \_\_\_\_\_

\_\_\_\_\_

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

Board of Education  
San Bernardino City Unified School District  
777 North "F" Street  
San Bernardino, CA 92410

The undersigned has carefully read the Contract Documents for:

**Bid No. M09-01**

**Requirements Contract for Slurry Seal-Coating  
District-wide**

Prepared therefore by the District, and is conversant with and understands the amount and character of same.

ADDENDA

The undersigned has received and included in the Proposal the provisions and requirements of addenda to the specifications as follows:

NO. DATE

NO. DATE

\_\_\_\_\_

\_\_\_\_\_

The undersigned hereby agrees to furnish and complete, ready for use, all work in accordance with Contract Documents, including addenda acknowledged for the following amount(s). All items shall be quoted in per line item prices plus the total bid price as indicated.

**(A) Sealcoat Application**

Includes two applications as per specifications:

Material

Price per sq ft X percent = \$

0-50,000 sq ft \$ \_\_\_\_\_ per sq ft x ( 5 % ) = \$ \_\_\_\_\_

50,000 – 100,000 sq ft \$ \_\_\_\_\_ per sq ft x ( 20 % ) = \$ \_\_\_\_\_

Over 100,000 sq ft \$ \_\_\_\_\_ per sq ft x ( 45 % ) = \$ \_\_\_\_\_

**(B) Crack Filling as per specifications**

3/8” wide cracks \$ \_\_\_\_\_ per 500 linear ft of asphalt X (15 % ) = \$ \_\_\_\_\_

2” wide cracks \$ \_\_\_\_\_ per 500 linear ft of asphalt X (15 % ) = \$ \_\_\_\_\_

**Note : Percentages are approximate only.**

Total (composite price,100% ) = \$ \_\_\_\_\_

INCIDENTAL COSTS

The foregoing bids include all costs for material, labor, and shipping, including all local, State and Federal sales tax and excise tax, bonds, insurance, warranties and all costs incidental to the contract.

WORK HOURS

The work to be performed under this contract will be done only during times when school is not in session. This means all prices shall be inclusive for work done on weekends, holidays, and after normal school operating hours.



DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, commencing at Section 4100, Divisions 5, Title 1 of the Government Code of the State of California) and any amendments thereof, each bidder shall set forth below: (a) the name and the address of the place of business of each subcontractor who will perform work or labor or render services 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.

If a prime contractor fails to specify a subcontractor or if a prime contractor specified 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 subcontractor shall be deemed to be fully qualified to perform that portion of work and shall perform that portion as prime contractor.

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 anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the 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 which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity and then only after finding reduced writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

<u>Portion of Work</u>	<u>Subcontractor</u>	<u>Address of Business</u>
------------------------	----------------------	----------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

QUALIFICATION OF BIDDERS

The undersigned hereby agrees to submit, at the time of bid, Evidence of Responsibility as outlined in the Instructions to Bidders including the Contractor's Qualification Statement.

STATE LICENSES

The undersigned hereby certifies that he is licensed as a Contractor by the State of California; that such license covers this type of work and is in full force and effect; and that any and all subcontractors to be employed on the project are similarly licensed.

EXECUTION OF CONTRACT

The undersigned further agrees that if he is notified of the acceptance of the proposal within NINETY 90 days after the time set for the opening of bids, he will execute and deliver to the Board of Education, within twenty (21) days after having received written notification, a contract drawn in accordance with the Contract Documents.

BID GUARANTEE

1. The enclosed certified or cashier's check or bidder's bond made payable to the Board of Education of the San Bernardino City Unified School District in the amount of \$ \_\_\_\_\_ (Which is not less than ten percent (10%) of the total bid or bids which the undersigned has submitted) is submitted herewith as a guarantee that the undersigned will execute the contract as provided above.
2. In the event the undersigned refuses to execute said contract, the use by the public of said facility will be impaired and the public will suffer great damage. From the nature of the case, it would be extremely difficult and impractical to fix said amount of damage. Therefore, the School District and the undersigned agree that the said sum shall be paid to the School District under the conditions above set forth as liquidated damages and not as forfeiture.

TIME FOR COMPLETION

The undersigned further agrees to complete the contract in N/A calendar days from and after date the contractor is instructed in writing, by the District, to proceed with the work.

\_\_\_\_\_  
Official Name of Contractor

By \_\_\_\_\_

Title \_\_\_\_\_

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

Date \_\_\_\_\_

**CONTRACTOR'S CERTIFICATE  
REGARDING WORKERS' COMPENSATION**  
(Section VIII)

Labor Code Section 3700:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
  
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

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 to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of this Contract.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**CONTRACTOR'S CERTIFICATE  
REGARDING ASBESTOS MATERIAL  
(Section IX)**

“I certify that all the materials and supplies installed under this contract

NAME OF CONTRACT: Requirements Contract for Slurry Seal Coating

District-wide

Bid No. M09-01

are free of asbestos-containing materials.”

\_\_\_\_\_  
Official Name of Contractor

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**CONTRACTOR'S QUALIFICATION STATEMENT**  
(Section IX)

The Undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

SUBMITTED TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PRINCIPAL OFFICE: \_\_\_\_\_

\_\_\_ CORPORATION

\_\_\_ PARTNERSHIP

\_\_\_ INDIVIDUAL

\_\_\_ JOINT VENTURE

\_\_\_ OTHER

TYPE OF WORK:

\_\_\_ General Construction

\_\_\_ HVAC

\_\_\_ Plumbing

\_\_\_ Electrical

\_\_\_ Other (please specify) \_\_\_\_\_

**1.0 ORGANIZATION**

1.1 How many years has your organization been in business as a Licensed Contractor?

1.2 How many years has your organization been in business under its present name?

1.2.1 Under what other or former names has your organization operated?

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation:

1.3.2 State of incorporation:

1.3.3 President's name:

1.3.4 Vice-President's name(s):

1.3.5 Secretary's name:

1.3.6 Treasurer's name:

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization:

1.4.2 Type of partnership:

1.4.3 Names(s) of general partner(s):

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization:

1.5.2 Name of owner:

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

## 2.0 LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable:

2.2 List jurisdictions in which your organization's partnership or trade name is filed:

### 3.0 EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces:



- 3.2 Claims and Suits: (If the answer to any of the questions below is yes, please attach details):
- 3.2.1 Has your organization ever failed to complete any work awarded to it?
  - 3.2.2 Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?
  - 3.2.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?
- 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)
- 3.4 On a separate sheet, list major construction projects your organization has in process, giving the name of project, owner, architect, contract amount, percent complete, and scheduled completion date.
- 3.4.1 State total worth of work in progress and under contract:
- 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.
- 3.5.1 State average annual amount of construction work performed during the past five years:
- 3.6 On a separate sheet, list the construction experience of the key individuals of your organization.
- 4.0 REFERENCES
- 4.1 Trade References:
  - 4.2 Bank References:
  - 4.3 Surety:
    - 4.3.1 Name of bonding company:
    - 4.3.2 Name and address of agent:

5.0 FINANCING

5.1 Financial Statement:

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

- a. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
- b. Net Fixed Assets.
- c. Other Assets.
- d. Current Liabilities (e.g. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).
- e. Other Liabilities (e.g. capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).

5.1.2 Name of Firm preparing financial statement and date thereof:

5.1.3 Is this financial statement for the identical organization named on page one?

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g. parent-subsidiary):

5.2 Will this organization whose financial statement is attached act as a guarantor of the contract for construction?

6.0 SIGNATURE \_\_\_\_\_

6.1 Dated at this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name of Organization: \_\_\_\_\_

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

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

6.2 Mr./Ms. \_\_\_\_\_, being duly sworn, deposes and says that he/she is the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ ,  
20\_\_\_\_\_ .

Notary Public

My Commission Expires:

**EQUAL OPPORTUNITY CERTIFICATION**  
(Section X)

To: San Bernardino City Unified School District

Firm: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone ( \_\_\_ ) \_\_\_\_\_ FAX ( \_\_\_ ) \_\_\_\_\_

Number of Employees \_\_\_\_\_

This firm is:

- \_\_\_\_\_ Independently Owned and Operated
- \_\_\_\_\_ An Affiliate of \_\_\_\_\_ ) Parent Company \_\_\_\_\_
- \_\_\_\_\_ A Subsidiary of \_\_\_\_\_ ) Address \_\_\_\_\_
- \_\_\_\_\_ A Division of \_\_\_\_\_ ) \_\_\_\_\_

\*\*\*\*\*

This is to certify that we are an Equal Opportunity Employer and have made a good faith effort to improve minority employment.

\*\*\*\*\*

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

**FINGERPRINTING PROCEDURES  
FOR OUTSIDE CONTRACTORS**  
(Section XI)

INSTRUCTIONS FOR CONTRACTORS OR INDEPENDENT CONTRACT CONSULTANTS  
APPLICATION AND FINGERPRINTING PROCEDURES

**Purpose**

To provide for the submission of your fingerprints or the fingerprints of employees who may have any contact with pupils to the California Department of Justice (CDOJ) in the manner authorized by the CDOJ.

**Application Procedures**

1. Fill out the “Request for Authorization to Receive State Summary Criminal History Information - Contract Employer for Public/Private Schools” form. (Enclosure 2)
2. An authorized signature from the San Bernardino City Unified School District is necessary for the CDOJ to verify that a background check is being required of your company or you as an independent contract consultant.

NOTE: The District has completed and signed the request form as required by CDOJ to confirm that a background check is being required.

Complete and sign an original form and send it to the following address:

California Department of Justice  
P. O. Box 903417  
Sacramento, CA 94203-4170  
Attn: Record Security Section, Room C-121

3. **In approximately two weeks**, you should receive a response from the CDOJ authorizing you to receive background information. Included with their response will be a packet of additional information and instructions. It is understood that no fees will be charged at this time.

Live Scan services, the following are the steps:

- Applicant requests an assignment of the ORI number from CDOJ by completion of the form attached herein as ENCLOSURE 3.
- Upon receipt of ORI number from CDOJ, the applicant is provided with a “Request for Live Scan Service” form (BCII 8016). The applicant is also provided with a list of nearby live scan locations.
- At these specified locations, a trained operator enters the information from the BCII 8016 form into the Live Scan terminal and initiates the live scan fingerprinting process.
- After successful electronic capture of the fingerprint images and the accompanying

data, the information is electronically transmitted to CDOJ.

- Once the fingerprints and data are received by CDOJ, they are electronically processed and results are transmitted, in approximately less than one week, by means of electronic mail, fax and/or U.S. mail to the CONTRACTOR when the electronic mail response or fax is not available.



P. O. Box 903417  
SACRAMENTO, CA 94203-4170

**DEPARTMENT OF JUSTICE**

**REQUEST FOR AUTHORIZATION TO RECEIVE STATE SUMMARY CRIMINAL HISTORY  
INFORMATION – CONTRACT EMPLOYEE FOR PUBLIC/PRIVATE SCHOOLS**

Name of Contractor \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Telephone \_\_\_\_\_ Contact Person \_\_\_\_\_

In accordance with California Education Code Section 45125.1, a school district may require an entity that has an existing contract with a school district to obtain a criminal history clearance. In keeping with the restrictions and requirements set forth in California law, the following are guidelines and restrictions:

On behalf of the **company** named above, I hereby acknowledge and agree to the following:

1. The information provided by the Department of Justice (DOJ) to this agency is confidential and shall not be disseminated to any other person or agency not authorized by law (11105 PC). A violation of this section is a misdemeanor (11142 PC).
2. Your agency shall notify the DOJ with regard to any change in agency name, address, telephone number or contact person.
3. Fingerprints received will be retained by the DOJ per 11105.2 PC until notified that the affected individual is no longer employed.
4. Access is granted **ONLY** to the primary contractor (there is **NO** authority for subcontractors to gain direct access to DOJ records).
5. Services provided under contract must be performed on school grounds.
6. The entity must have a contract (entities in the bid process are not authorized).
7. Original signatures only (no photocopied signatures or faxed forms will be accepted or processed).

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

**PLEASE PROVIDE A SIGNATURE FROM EACH DISTRICT VERIFYING THAT A BACKGROUND CHECK HAS BEEN REQUIRED OF YOUR COMPANY. ( You may attach additional letters or signatures as necessary).**

School District/County Office of Education

Background Check Requirement Verification:

1. SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT  
Name of Contracting School District
2. \_\_\_\_\_ / Peace Aneke  
Signature of School Official
3. Phone 909-388-6100 Fax 909-885-9991  
Phone and Fax Number

In accordance with statutory, regulatory, and constitutional restrictions governing the use and dissemination of criminal offender record information, the above mentioned Education Code Sections allow for exemptions from backgrounding all employees under the following conditions:

1. The installation of a physical barrier at the worksite to limit contact with pupils,
2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the DOJ has ascertained has not been convicted of a violent or serious felony, or
3. Surveillance of employees of the entity by school personnel.

**The exemptions listed above are granted at the discretion of the school district or private school.**

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**For Department of Justice use only**

Your request to receive state summary criminal history information pursuant to the Michelle Montoya School Safety Act is approved. Information regarding procedural requirements is enclosed or will be forwarded under separate cover.

---

**Jo Sandhu**, Manager  
Record Security Section

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DATE

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**~~ Contractor Certification ~~**

**Concerning Department of Justice (DOJ) fingerprint and criminal background  
investigation requirements of Education Code section 45125.1 et seq.**

With respect to the Agreement dated \_\_\_\_\_, between the **San Bernardino City Unified School District -- "DISTRICT"** and \_\_\_\_\_  
-- "**CONTRACTOR**," for provision of \_\_\_\_\_ services:

**A**

**REQUIREMENT  
MET**

The **CONTRACTOR** hereby certifies to the **DISTRICT's** governing board that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with **DISTRICT** students 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).

The **CONTRACTOR** and its employees will have **NO CONTACT** with pupils. (No school-site services will be provided.)

IMPORTANT NOTICE: IF YOU ARE REQUESTING A WAIVER, BE ADVISED THAT NO SERVICES ARE TO BE PROVIDED UNTIL SUCH WAIVER IS APPROVED.

**--O R--**

**REQUEST FOR  
WAIVER**

The **CONTRACTOR** requests a waiver of the Department of Justice(DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq.

**B**

The **CONTRACTOR** and its employees will have **NO CONTACT** with pupils. (No school-site services will be provided.)

The **CONTRACTOR** and its employees will have **LIMITED CONTACT** with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas, whether **CONTRACTOR**/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1(c)]

The **CONTRACTOR** and its employees **WILL HAVE OTHER THAN LIMITED CONTACT** with pupils but will assure that **ONE(1) OR MORE** of the following methods are utilized to ensure pupil safety. [EC 45125.2(a)]

-- Check all methods to be used:

1) Installation of a physical barrier at the worksite to limit contact with pupils

2) Continual supervision and monitoring of all employees of the **CONTRACTOR** by an employee of the **CONTRACTOR** who has not been convicted of a serious or violent felony as ascertained by the **DOJ**

3) Surveillance of employees of the **CONTRACTOR** by school personnel

The services provided by the **CONTRACTOR** are for an "**EMERGENCY OR EXCEPTIONAL SITUATION, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable**" [EC 45125.1(b)]

CERTIFICATION / WAIVER REQUEST BY CONTRACTOR AUTHORIZED AGENT:

Office  
use  
only

WAIVER REQUEST:

APPROVED---

DENIED---

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

Date \_\_\_\_\_

**Mohammad Z. Islam, Assistant Superintendent Business Services Division OR other Authorized Agent**

WAIVER REQUEST:

APPROVED---

DENIED---

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

Date \_\_\_\_\_

**Harold Vollkommer, Assistant Superintendent, Human Resources Division OR other Authorized Agent**

**SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**  
**APPLICATION FOR USE OF SCHOOL BUILDING KEYS**  
 (Section XII)

\_\_\_\_\_  
 Name of Organization

\_\_\_\_\_  
 Date

Hereby Makes Application For The Following Keys

\_\_\_\_\_  
 Name of Individual  
 School/Site

No.	Key No.	No.	Key No.	No.	Key No.
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

The undersigned hereby agrees to be personally responsible, on behalf of above named organization or individual, for any damage sustained by the school building or appurtenances thereof accruing through the use and possession of the above mentioned keys, and further agrees to conform to all rules and regulations of the S.B.C.U.S.D., Board of Education, governing the use of school facilities.

District keys may only be duplicated by authorized District locksmith. Unauthorized duplication of District keys is a violation of Penal Code Section 469, which reads:

"Any person who knowingly makes, duplicates, causes to be duplicated, or uses, or attempts to make, duplicate, cause to be duplicated, or use, or has in his possession any key to a building or other area owned, operated, or controlled by the State of California, any State Agency, Board, or Commission, a County, City, or any public school or Community College District without authorization from the person in charge of such building or area or his designated representative and without knowledge of the lack of such authorization is guilty of a misdemeanor."

Reimbursable costs to the District for rekeying school sites for any unreturned master keys will be charged to the vendor based on the following schedule:

Elementary School - \$5,500.00	Middle School - \$7, 500.00	High School - \$15, 000.00
--------------------------------	-----------------------------	----------------------------

Signature of Applicant \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone Number \_\_\_\_\_

Listed below is a brief summary of sites that contain asbestos in or above the ceilings. **The asbestos must not be disturbed.**

The asbestos material is not hazardous, unless it is disturbed, and is monitored on a periodical basis to insure it does not become a hazard. Prior to any work being done in the areas listed below please contact the Asbestos Technician at Maintenance and Operations for proper procedures.

Cajon High School	Bldg. A, D, E (Except Little Theater) & Library
San Bernardino High School	Bldgs. B & Library, Auditorium (ceilings & walls)
San Gorgonio High School	Bldgs. A, B, C, E & Cafeteria
Arrowview Middle School	Bldg. A
Curtis Middle School	Bldgs. A, D & PE Locker Rooms
Serrano Middle School	Entire Main Building
Shandin Hills Middle School	Entire Main Building
Arrowhead Elementary	Bldg B - Above Chiller Room & Electrical Room
Lincoln Elementary	Total Location - Above the ceilings
Thompson Elementary	Total Location - Ceiling Tiles

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE SUMMARY OF ASBESTOS-CONTAINING BUILDING MATERIAL LOCATED AT THE SITE WHICH WORK IS TO BE PERFORMED.

Estimated Date of Return \_\_\_\_\_

Checked Out By \_\_\_\_\_

INITIALS \_\_\_\_\_

Date of Return \_\_\_\_\_

Received By \_\_\_\_\_

RECEIVED \$ \_\_\_\_\_ AS KEY DEPOSIT

Cash

**Notification of Asbestos Related Information**  
(Section XIII)

Date:

To: {Contractor or Company Name}

Subject: Notification of Asbestos Related Information

By receipt of this letter, your company is being advised of the availability of information relative to the location(s) of asbestos-containing building materials (ACBM) which your employees may come into contact with while performing services for the San Bernardino City Unified School District.

Existing Federal law, as contained in 40CFR, part 763.84(d) mandates that your workers be provided with this information before starting work in these areas. Each school facility has it's own site specific "Management Plan" which contains this information. It is suggested that your workers review these documents for their work location.

The San Bernardino City Unified School District assumes no responsibility for providing your workers with training or protective equipment, which may be required by any federal, state or local regulatory enforcement agency.

Our District contact (AHERA "Designated Person") for any questions pertinent to this subject is Mike DeHoog, Maintenance Manager. He may be contacted at (909) 388-6100.

***I acknowledge that our company has been notified of the opportunity to receive the above referenced information:***

Company Name \_\_\_\_\_

Company Phone \_\_\_\_\_ Company Fax \_\_\_\_\_

Company Authorized Representative \_\_\_\_\_  
(Signature)

Company Authorized Representative \_\_\_\_\_  
(Printed Legibly)

Date \_\_\_\_\_



**INVOICE FORMAT**  
(Section XV)

**SAMPLE INVOICE**

**CONTRACTOR Name**

Address  
Address  
City, State and Zip Code

Phone No. and Fax No.

Invoice #  
Date:

**To:**

ED NORTON, Maintenance & Op Director  
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT  
956 West "9th" STREET  
SAN BERNARDINO, CA 92411  
(909) 388-6100 PHONE  
(909) 885-9991 FAX

**For:**

SBCUSD Contract No.  
Purchase Order No:  
PROJECT Name:  
Slurry Seal-Coating Requirement Contract - Districtwide  
Billing period:

Scope of Work	Square Feet	Unit Price	Unit Total
	-	-	-
	-	-	-
	-	-	-
		-	-
		-	-
		-	-
		-	-
		-	-
		<b>TOTAL THIS INVOICE</b>	<b>\$ -</b>

**Total billings of all Sites to Date**

<b>Current</b>	<b>Prior</b>	<b>Total</b>
-	-	-

Make Check Payable to: CONTRACTOR's Name

Send Payment to: CONTRACTOR's Name  
Address  
Address  
City, State and Zip Code  
Attn: