

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
25631 PETER A. HARTMAN WAY
MISSION VIEJO, CALIFORNIA 92691

Saddleback Valley Unified School District



NOTICE CALLING FOR BIDS

Bid - #22-08 Montevideo Elementary School Re-roof Project

Mandatory Job walk: Friday, April 21, 2023, 9:00 A.M

Bidders are required to meet at Montevideo Elementary School located at 24071 Carrillo Drive, Mission Viejo, CA 92691

Bid Opening: Friday, May 5, 2023, 9:00 A.M, Conference Room #2, Saddleback Valley USD, 25631 Peter Hartman Way, Mission Viejo, CA 92691.

LICENSE REQUIRED: Current **C39** License

Bid Security/Bond: **10%** of total bid amount is required for this project.
100% performance and payment bonds are required for this project

DIR Registration. Contractors and their subcontractors (of any tier) shall not be qualified to submit or be listed on a proposal, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. All contractors and subcontractors shall be properly registered with the DIR at the time bid opening to bid any work on this contract. Bidders will be considered non-responsive if they are not registered. No bid can be accepted nor

any contract or subcontract can be entered into nor purchase order issued if the contractor or subcontractor has not registered with the DIR (Labor Code 1771.1(a)).

Prevailing Wages. The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code section 1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
25631 Peter A. Hartman Way
Mission Viejo, California 92691

BID #22-08
Montevideo Elementary School Re-roof Projects

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**** All items highlighted must be returned with your bid**

INSTRUCTIONS FOR BIDDERS

1. BIDDER'S RESPONSIBILITIES

READ THIS ENTIRE DOCUMENT CAREFULLY AND BECOME FAMILIAR WITH ALL INSTRUCTIONS, TERMS AND CONDITIONS, PLANS, SPECIFICATIONS AND DRAWINGS BEFORE SUBMITTING A BID. DO NOT ASSUME THAT THIS DOCUMENT IS THE SAME AS OTHER SOLICITATIONS YOU MAY HAVE RECEIVED FROM THIS OFFICE.

If you submit a bid it shall be incontrovertible evidence that you understand, and intend to comply with all the requirements of this solicitation and contract.

The Governing Board reserves the right to correct errors or omissions in specifications wherever necessary for the proper fulfillment of the intentions of the bid.

FURNISH THE FOLLOWING WITH ALL BIDS: (FORMS FOR THIS INFORMATION AND INSTRUCTIONS FOR THESE FORMS ARE INCLUDED IN THIS SOLICITATION PACKAGE.) FAILURE TO SUBMIT ALL FORMS WITH THE BID MAY RESULT IN REJECTION OF THE BID.

- 1. Bid Bond/Security**
- 2. Bid Form**
- 3. Information Required of Bidder**
- 4. Designation of Subcontractors**
- 5. Non-Collusion Declaration**
- 6. Worker's Compensation Certificate**
- 7. Drug Free Workplace Certification**
- 8. Non-Asbestos Certification**
- 9. Criminal Record Check/Certification**

2. BID PREPARATION

All bids must be prepared and submitted using only the bid schedule, proposal sheet, questionnaire or other forms included in the solicitation package. Bids prepared, on any other forms may be rejected. All forms must be complete, and all information must be typed or in ink.

State numbers in both words and figures where so indicated. If there is a conflict in the words and the figures, the words shall govern. Both unit and extended prices must be shown on bid forms when spaces are provided. In the event of an error in the extension of bid prices, unit prices will prevail.

Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be initialed by the person signing the Bid.

The DISTRICT may reject as non-responsive, any bid that it finds to be unintelligible, inconsistent or ambiguous.

In the event you do not wish to bid, please mark "NO BID" and return at least the Bid cover sheet so your name may be removed from the Bidders List.

3. SUBMISSION OF BIDS

Submit to the Purchasing Department (1) copy of the bid, with any and all additional material required by this solicitation, in a **SEALED ENVELOPE. THIS ENVELOPE SHALL BE CLEARLY MARKED IN THE UPPER LEFT HAND CORNER WITH THE BIDDER'S NAME, THE BID NUMBER, PROJECT DESIGNATION, AND THE BID OPENING DATE AND TIME.**

The bids must be received prior to the scheduled closing time for receipt of bids as set forth in the "Notice Calling for Bids", and the Bidder is completely and solely responsible for this taking place. Postmarks indicating the date of mailing shall not be considered as evidence of receipt of bid. Bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. No bids will be received after that time. Bids may be opened and read aloud at the DISTRICT office after the time set forth for bid opening.

Bidders may not withdraw any bid for a period of ninety (90) days after opening of bids. Withdrawal of a bid after opening may result in forfeiture of the Bid Security.

4. BID SECURITY

Each bidder is required to submit security in the amount of ten percent (10%) of the bid amount with their bid. The security may be in the form of cash, a certified or cashiers check (**NO OTHER FORM OF CHECK IS ACCEPTABLE**), or a Bid Bond executed by an admitted surety. If the bidder elects to furnish a Bid Bond, the Bidder may use the Bid Bond form included in this solicitation. Please see "Instructions to Bidders", Article 18, Surety Qualifications.

The security is to guarantee that the Bidder will not withdraw the bid and to ensure the bidder, if awarded a contract, will, within ten (10) working days after award of the contract, enter into an agreement and furnish any insurance certificates and/or bonds, or other requirements as set forth in the contract. In the event of refusal to enter into the agreement, or to furnish the required information, the security may be forfeited to the District.

The bid security will be returned to all Bidders after award of the Contract and valid execution of the agreement between District and Contractor.

5. SIGNATURE

Sign the Bid Form, all Bonds, Designations of Subcontractors, the Contractor's Certificate of Worker's Compensation, Asbestos Certification, Non-Collusion Affidavit, Drug Free Workplace Certification, all Guarantees and any other required certifications, in the name of the bidder. All signatures must be of the person or persons duly authorized to sign the bid.

If Bidder is a **CORPORATION**, list the legal name of the **CORPORATION** first, together with **TWO** signatures: **ONE** from either the Chairman of the Board, President or Vice President and **ONE** from either the Secretary, Chief Financial officer, or Assistant Treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. This authorization must be furnished to the District upon request. **SUCH DOCUMENTS SHALL INCLUDE THE TITLE OF SUCH SIGNATORIES BELOW THE SIGNATURE AND SHALL BEAR THE CORPORATE SEAL.**

If the Bidder is a **JOINT VENTURE** or **PARTNERSHIP**, submit with the Bid, certifications signed by authorized officers of each of the parties to the joint venture or partnership. These

certifications shall name the individual who shall be the agent of the joint venture or partnership authorized to sign all necessary documents for the joint venture or partnership, and to act in all matters relative to the contract resulting from the joint venture or partnership.

If Bidder is an **INDIVIDUAL**, his signature shall be placed on such documents. Asbestos Certification

All signatures must be in ink. Facsimile signatures are not acceptable. Unsigned bids may be returned as non-responsive.

6. MODIFICATIONS

Any Bidder who wishes to make modifications to a bid already received by the District must withdraw the bid in order to do so. Withdrawals must be made in accordance with the terms and conditions of this solicitation. See “Instruction to Bidders”, article 9, Withdrawal of Bids. All modifications must be made in ink, properly initialed by bidder’s authorized representative, executed, and submitted in the same form and manner as the original bid. It is the responsibility of the bidder to ensure that modified or withdrawn bids are resubmitted before the time set forth for the opening of bids.

7. EXAMINATION OF EQUIPMENT, FACILITIES AND CONTRACT DOCUMENTS

All Bidders shall, at their own expense and prior to submitting their bid, examine the Bid Documents; familiarize themselves with all Federal, State and local laws, ordinances, rules, regulations and codes affecting the performance of the Contract, and determine the character, qualities and quantities of the work to be performed. The submission of a Bid shall be incontrovertible evidence that the Bidder has complied with all the requirements of this provision.

The Bidder is also responsible for knowing and obtaining if necessary the prevailing wage rates and other relevant cost factors, all Federal, State and local laws, ordinances, rules, regulations, codes, and statutes affecting the performance of the work, and any permits and licenses required for the work.

8. CLARIFICATION OF PLANS AND DOCUMENTS

If there is any doubt as to the true meaning of any part of the solicitation or contract documents, if you believe there are any discrepancies in, or omissions from the drawings and specifications, submit an email request for an interpretation or correction to the Manager, Maintenance, Operations & Construction, Pete Souder at vandemortelm@svusd.org The bidder submitting this request shall be responsible for its prompt delivery. **Any requests must be sent via email must be received by 4:00, May 1, 2023.** Any requests received after this date will not be responded to.

Any interpretation or correction of the solicitation or Contract documents will be made only by written addendum issued by the District Assistant Superintendent of Business on behalf of the Governing Board. A copy of such addendum will be posted on the district website at web.svusd.org/Purchasing or emailed to each contractor receiving a set of the contract documents. If discrepancies in drawings, or specifications, or conflicts between drawings and specifications are not covered by addenda, bidder shall include in the bid the method and materials resulting in the highest bid.

No person is authorized to make any oral interpretation of any provision in the solicitation or contract documents, nor shall any oral interpretation be binding on the District. All questions addressed in a job walk will be covered by written addendum and provided to all prospective bidders.

9. WITHDRAWAL OF BIDS

Any bid may be withdrawn, either personally, by written request, or by telegraphic or facsimile request provided that the request to withdraw is duly authorized and signed by the bidder and that the request was received prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned upon demand.

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. **HOWEVER**, a person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.

11. AWARD OF CONTRACT

This bid will result in award of a formal contract by action of the Governing Board. The award of the contract will be to the lowest responsible bidder from among those bidders responsive to the call for bids **UNLESS OTHERWISE SPECIFIED IN THE SPECIAL PROVISIONS.**

In the event an award is made to bidder, and such bidder fails, or refuses, to execute the contract and provide the required documents within ten (10) days after notification of the award of the contract to bidder, the District may award the contract to the next lowest bidder or reject all bids. **SUCH FAILURE BY THE BIDDER MAY RESULT IN FORFEITURE OF THE BID SECURITY.**

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

If two identical low bids are received from responsible bidders, the District will determine which bid will be accepted pursuant to Public Contract Code Section 20117.

12. ALTERNATE BIDS

If alternate bids are called for, the award will be in accordance with "Special Provisions" (See article #28.)

13. COMPETENCY OF BIDDERS

The District intends to award contracts only to those bidders that it considers responsible enough to perform the contract. In order to determine responsibility, the District reserves the right to conduct any investigations it deems necessary. The District may consider the organization, financial condition, experience, facilities, performance under other contracts, and industry reputation of both the bidder and any subcontractors in determining responsibility. The District may also consider the costs, maintenance considerations, performance data, and guarantees of any equipment and/or materials offered under the bid.

Each bidder must submit a statement of recent experience in the type of work being contracted on the form entitled "Information Required of Bidder." **A COPY OF THIS FORM IS INCLUDED IN THIS SOLICITATION AND MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THIS FORM WITH THE BID MAY RESULT IN REJECTION OF THE BID.**

14. LISTING SUBCONTRACTORS

Each bidder shall submit, on the form furnished with the contract documents, a list of any proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 et seq.). **THIS FORM IS INCLUDED IN THE BID PACKAGE AND MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THIS WITH THE BID MAY RESULT IN REJECTION OF THE BID.** If subcontractors will not be used, mark the form "N/A." and return it with your bid.

15. WORKERS' COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder as contractor shall secure the payment of compensation to all employees. Contractor shall sign and file with District the "Certificate of Worker's Compensation" prior to performing the work under this contract. **THIS FORM IS INCLUDED IN THE BID PACKAGE AND MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THIS WITH THE BID MAY RESULT IN REJECTION OF THE BID.**

16. CONTRACTOR'S LICENSE

If, at the time the bids are awarded, bidder is not licensed as indicated in the "Notice Calling for Bids" to perform the project in accordance with Division 3, Chapter 9, of the Business and Professions Code of the State of California, such bid will not be considered.

SEE "SPECIAL PROVISIONS", ARTICLE 26, FOR SPECIFIC LICENSE REQUIREMENTS.

17. PREFERENCE FOR MATERIALS

The District does not intend that specifications for bids shall be drafted in such a manner as to limit the bidding, directly or indirectly, to any one specific concern, product or service except in those instances where the product or service is designated to match others already in use. If the specifications call for a designated material, product, or service by specific brand or trade name, followed by the words "or equal," bidders may furnish any equal material, product or service. The bidder assumes responsibility for proving that product or service offered are equal to those specified, and the bidder will be responsible for furnishing any samples or other information required by the district. All data substantiating an "or equal" bid must be submitted with the bid package.

In those cases involving a unique or novel product application required to be used in the public interest, or where only one brand or trade name is known to the District, it may list only one.

18. SURETY QUALIFICATIONS

(a) Any Surety Company furnishing bonds related to bidding, performance or payment under this contract must be admitted to transact business in the State of California, and must be determined sufficient to bond the undertaking by the District. The District requires the following information from the surety in order to determine this sufficiency.

All Surety Companies shall, upon the request of the District, submit the following within ten (10) days of the request:

(1) The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so;

(2) A certified copy of the certificate of authority (to transact business in California) of the Surety issued by the Insurance Commissioner (of California);

(3) A certificate from the county clerk that the certificate of authority of the Surety has not been surrendered, revoked, canceled, annulled or suspended or, in the event that it has, that renewed authority has been granted; and

(4) A financial statement of the assets and liabilities of the surety at the end of the quarter calendar year prior to thirty (30) days next preceding the date of the execution of the bond. The financial statement must include an officer's certificate which is a certificate signed and verified by the Chairman of the Board, the President, Vice-President, Secretary, or Chief Financial Officer of the Surety. (Corporations Code Section 173)

(5) If the admitted surety insurer submits the requested information, the bond is duly executed, the insurer is authorized to transact business in California, and the surety's assets exceed its liabilities in an amount equal to or in excess of the amount of the bond, then the insurer is deemed sufficient and shall be accepted or approved as surety on the bond unless the provisions of Insurance Code, section 12090, are violated.

(6) FAILURE TO SUBMIT THE ABOVE INFORMATION MAY RESULT IN A DETERMINATION OF NON-RESPONSIVENESS AND MAY RESULT IN REJECTION OF THE BID.

19. DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Government Code Sections 8350 et seq., the successful bidder will be required to execute a Drug-Free Workplace Certificate prior to execution of the agreement. The contractor will be required to take positive measures outlined in the certificate in order to insure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the agreement or suspension of payment thereunder. **THIS FORM IS INCLUDED IN THE BID PACKAGE AND MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THIS WITH THE BID MAY RESULT IN REJECTION OF THE BID AS NON RESPONSIVE.**

20. DIR REGISTRATION AND PREVAILING WAGE REQUIREMENTS

DIR Registration. Contractors and their subcontractors (of any tier) shall not be qualified to submit or be listed on a proposal, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. All contractors and subcontractors shall be properly registered with the DIR at the time bid opening to bid any work on this contract. Bidders will be considered non-responsive if they are not registered. No bid can be accepted nor

any contract or subcontract can be entered into nor purchase order issued if the contractor or subcontractor has not registered with the DIR (Labor Code 1771.1(a)).

Prevailing Wages. The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code section 1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract.

21. ANTI-DISCRIMINATION

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

22. NON-COLLUSION DECLARATION

A NON-COLLUSION DECLARATION MUST BE EXECUTED AND SUBMITTED WITH THE PROPOSAL. THE CERTIFICATE IS INCLUDED AS PART OF THIS PROPOSAL PACKAGE. FAILURE TO SUBMIT THIS FORM WITH YOUR PROPOSAL MAY RESULT IN REJECTION OF THE BID.

23. PROHIBITED INTERESTS

No official of District who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving this contract, shall become directly or indirectly interested financially in this contract or in any part thereof. Bidder shall receive no compensation and shall repay District for any compensation received by bidder hereunder, should bidder aid, abet or knowingly participate in violation of this article.

24. TIME PERIOD OF PRICE QUOTATION

All prices are to be quoted firm for a period of ninety (90) days.

25. ASSIGNMENT OF CLAIMS

The successful bidder agrees not to assign, transfer, convey, sublet or otherwise dispose of the items which he may be awarded, or any right accruing thereunder, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the School District. Notice is hereby given that the District will not honor any assignment made by the vendor unless consent in writing, as indicated above, has been given.

26. SALES/USE TAX

The bid shall include all applicable sales and use taxes, permits, and licenses. Do not include any amount for federal excise tax in any proposal or bid, as the District is exempt from payment of federal excise taxes.

27. DELIVERY CHARGES

Bids are sought which are priced F.O.B. Destination. You must include any freight or delivery charges in your bid price.

28. PERFORMANCE/PAYMENT BONDS

Stipulations pertaining to performance and payment bonds relative to this contract can be found in "Special Provisions", article # 4.

29. NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORD CHECKS & CERTIFICATION BY CONTRACTOR CRIMINAL RECORDS CHECK FORM

THIS FORM IS INCLUDED IN THE BID PACKAGE AND MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THIS WITH THE BID MAY RESULT IN REJECTION OF THE BID.

SPECIAL PROVISIONS

1. SCOPE

Scope of this projects involves the removal, replacement and installation of a new roof at Montevideo Elementary School located at 24071 Carrillo Drive, Mission Viejo, California in the Saddleback Valley Unified School District, as identified in the specifications set forth herein.

The contractor will be responsible for furnishing all labor and materials required to comply with the specifications.

2. CONTRACT PERIOD

On behalf of the Governing Board, the award of a contract will be at the June 5, 2023 board meeting. The Contract will begin January 14, 2022, and the District requires on site construction to begin after award and be **completed by August 4, 2023**. The District will issue a Notice to Proceed (Purchase Order) containing performance start and completion dates.

3. SITE INSPECTION/JOB WALK

A **mandatory** site jobwalk is scheduled for **Friday, April 21, 2023 at 9:00 a.m.** All interested bidders shall report first to Montevideo Elementary School located at 24071 Carrillo Drive.

Asbestos Sampling Report: Contractor is to include in their bid the cost of removal of all asbestos containing materials, if any, prior to any demolition work. Contractor is to properly dispose of all asbestos containing materials at an approved landfill.

THIS JOB WALK IS MANDATORY FOR ALL BIDDERS AND PRIME CONTRACTORS. FAILURE TO ATTEND THE ENTIRE SITE INSPECTION MAY RESULT IN REJECTION OF YOUR BID.

Prior to starting work on this project, the Contractor shall report in writing any unsatisfactory conditions that he cannot satisfactorily guarantee. The absence of such a written report shall constitute the Contractors acceptance of the surfaces and conditions. This written report shall be furnished to Max Vandemortel, Field Supervisor, Construction, vandemortelm@svusd.org Saddleback Valley Unified School District, 25631 Peter A. Hartman Way, Mission Viejo, CA, 92691.

4. PERFORMANCE/PAYMENT BONDS

Any individual job/project assigned under this contract in excess of \$25,000.00 will require the execution of faithful performance and payment bonds. Each shall be in an amount not less than one hundred percent (100%) of the total individual project cost.

These bonds must be received within ten (10) days after placement of order by District, and shall remain in full force and effect through any warranty/guarantee periods as specified in the General Terms and Conditions.

5. AWARD

The District intends to award the contract to the bidder who submits the lowest responsive bid for the project. The District reserves the right to reject any or all bids, or to waive any irregularities in the bids or in the bidding process.

6. PAYMENT/ RETENTION

Payment shall include full compensation for furnishing all of the materials and/or labor, tools, equipment, and incidentals necessary to complete the work. Payment will be made upon satisfactory completion and acceptance by the Maintenance, Operations & Construction Manager. Invoices are to be submitted to Maintenance and Operation Manager, for approval of payment.

The District will retain five percent (5%) of monies due for each individual job in excess of \$25,000.00 that has been determined to be a "Public Works Project", as described in Public Contract Code, Section 1101. The District will file a notice of completion on these so designated projects and the five percent (5%) retention will be paid only after thirty-five (35) days from the filing of the Notice of Completion, and acceptance of the project by the District.

7. WORK HOURS

All work on this project shall be performed between 7:00 a.m. and 5:00 p.m., Monday through Friday. Any deviations to this schedule must be approved in advance by the Maintenance, Operations & Construction Manager or his designee, at (949) 580-3878.

8. F.O.B. DESTINATION

All quoted prices listed on your bid form (included in this package) must include all freight and transportation for materials to destination.

9. TAX INCLUDED

All sales, use or other taxes, (if any) are the responsibility of the bidder. The bid price is "final price" with no "add-ons" permitted. All California sales/use tax (if any) is the responsibility of the bidder. If the bid is for supplies and equipment for which California sales/use taxes are applicable, the total tax for these items should be included in your bid price. Do not include Federal Excise Tax in your bid, as the District is exempt from such tax.

10. EXPERIENCE FACTOR

The Contractor is to have at least five (5) years of successful experience in projects similar in scope to the requirements of this bid. All work is to be performed by trained personnel directly employed by the successful Contractor, and fully experienced in performing the work required by these specifications. SEE: "INFORMATION REQUIRED OF BIDDER" PARAGRAPH 9, and "GENERAL CONDITIONS", ARTICLE 4.

11. INDEMNITY

The Contractor shall indemnify and hold harmless the District, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either 1

or 2 above, sustained by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence, or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District, and except for liability resulting from the active negligence of the District.

(b) Any injury to or death of persons or damage to property caused by any act, neglect, default of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off school District property, if the liability arose from the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract, and not by the active negligence of the District.

(c) The Contractor, at Contractor's own expense, cost, and risk shall defend:

any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

(d) The Contractor shall include with bid Public Liability Insurance Coverage Verification and a Worker's Compensation Coverage Verification (form included).

12. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Contractor shall, at Contractor's sole cost and expense, provide for and maintain in force and effect, from the commencement of services until expiration of this Contract, a policy or policies of insurance covering Contractor's services, and furnish to DISTRICT a certificate of insurance evidencing all coverages and endorsements required hereunder. **THESE CERTIFICATES MUST BE SUBMITTED WITH THE BID DOCUMENTS.**

Comprehensive General Liability
Insurance for injuries including
accidental death, to any one
person in an amount not less than \$ 1,000,000.00

and

Subject to the same limit for
each person on account of one
accident, in an amount not
less than \$ 1,000,000.00

Broad Form Property Damage
Insurance in an amount not
less than \$ 1,000,000.00

Contractual Liability Insurance

in an amount not less than \$ 1,000,000.00

Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined bodily injury and property damage in an amount not less than \$ 1,000,000.00

Product & Completed Operations Liability \$ 1,000,000.00

Statutory Workers' Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor Code of the State of California

An endorsement to said policy(s) naming DISTRICT as an additional insured while rendering services under this Contract

A thirty (30) day written notice to DISTRICT of cancellation or reduction in coverage

13. LIQUIDATED DAMAGES

All work must be completed within the time limits agreed upon for each order. It is agreed that damages for the failure of the Contractor to complete the total work described herein within the time limits required are impossible to ascertain but that the sum of one hundred dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the specified time for completion, the Contractor shall be liable for liquidated damages, payable to the District, in an amount of one hundred dollars (\$100.00) for each consecutive calendar day of delay in completion. The amount of liquidated damages may be adjusted by the District based on the scope and size of each project, and said adjustment shall be noted on each purchase order. Such damages shall be deducted from any payments due or to become due to the successful bidder.

14. CONTRACTOR EMPLOYEES

The Contractor shall be fully responsible for the conduct and appearance of his employees at the job site and for any damage to District property caused by his employees. Repairs or replacement, at the option of the District, may be made by the Contractor or by the District and charged to the Contractor, as deductions in payment. (See Article 47, General Terms and Conditions.)

The Contractor must have an English-speaking supervisor on site at all times.

15. BARRICADES It shall be the responsibility of the Contractor to control access to the job area and to post all signs and barriers necessary to control access of traffic to area where work is being accomplished if access control is necessary.
it shall be the responsibility of the Contractor to remove all posted signs and barriers when it is appropriate to resume use of the area.

16. CARE AROUND SCHOOLS AND CHILDREN

The Contractor acknowledges that the work to be performed under this contract will be done in schools and that it is possible that students may be in the immediate area at any time. Contractor shall advise all employees to use care, respect and discretion when working in these surroundings.

17. WORK SITE

All areas shall be cleaned and left free of debris accumulated as result of the work performed.

Questions are to be directed to Max Vandemortel, Field Supervisor, Construction at (949) 580-3370.

18. WARRANTIES AND GUARANTEES

The successful bidder must guarantee his work in writing for a period of two (2) years, and must ensure that work is performed to any manufacturer's standards. The requirement to comply with the material manufacturer's terms and conditions during this bid is the responsibility of the bidder, not the manufacturer.

19. SUBSTITUTION OF SECURITIES

Pursuant to Section 22300 of the Public Contract Code, this Contract permits the substitution of securities for any monies withheld by a public agency to ensure performance under this Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who shall then pay such monies to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

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

In the alternative, under Section 22300 of the Public Contract Code, Contractor may request District to make payment of earned retentions directly to the escrow agent at the expense of Contractor. Also at Contractor's expense, Contractor may direct investment of the payments in securities, and Contractor shall receive interest earned on such investment upon the same conditions as provided for securities deposited by Contractor.

Upon satisfactory completion of the contract, Contractor shall receive from the escrow agent all securities, interest and payments received by escrow agent from District pursuant to the terms of Section 22300. Contractor shall pay to each subcontractor, not later than twenty (20) days after receipt of such payment, the respective amount of interest earned, net of costs attributed to retention withheld from each sub-contractor, on the amount of retention withheld to insure performance of Contractor. (See Escrow Agreement included herein)

20. INSPECTION

All work performed shall be subject to random inspection during installation and a final inspection shall be made by authorized District representatives after completion of work. Defective work or work not in compliance with the specifications or standards shall be made good by the Contractor at his expense and any rejected unsuitable materials must be replaced at contractors expense before final District acceptance.

21. HAZARDOUS CHEMICAL/MSDS SHEETS

The contractor shall have available, and shall furnish to the District upon request, material Safety Data Sheets for all chemical products used in the performance of this contract. All products used shall be free of known carcinogens and shall comply in all respects with the current Safety Code of the California Division of Industrial Safety, and all OSHA requirements.

22. COMPLIANCE WITH CODE

All materials and equipment used/installed shall conform to all Federal, State and County Safety and Health Codes, regulations and requirements.

23. ANTI-DISCRIMINATION

It is the policy of the District that in connection with all work performed under contracts, there be no discrimination by any prospective or active employee engaged in the work because of race, color, ancestry, natural origin, religious creed, sex, age or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by such Contractor.

24. STATE AUDIT

Pursuant to and in accordance with Section 10520 -10536 of the California Government Code, the parties agree that all books, records and files shall be subject to the examination and audit of the Auditor General of the State of California for a period of three (3) years after final payment under this contract. This provision shall apply to all grants, assignments, leases and subcontracts, if any, hereunder.

25. CLAYTON/CARTWRIGHT ACTS

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

26. LICENSES

In accordance with the provisions of California Business and Professions Code Section 7028 and Public Contract Code Section 3300, the owner requires that the bidder possess the following Classification of contractor's license at the time the bid is submitted: **C39, Roofing Contractor**. Pursuant to Business and Professions Code Section 7028.15, no payment shall be made for work or material under the contract unless and until the Registrar of Contractors verifies to the District that the contractor was properly licensed at the time the bid was submitted. Any contractor not

so licensed is subject to penalties under the law and the contract will be considered void. If the license classification specified hereinafter is that of a "specialty contractor" as defined in Section 7058 of the California Business Professions Code, the specialty contractor awarded the contract for this work shall themselves provide a majority of the work, in accordance with the provisions of California Business and Professions Code Section 7059.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

(a) Each and every provision of law and clause required by law to be inserted in the 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. The contract documents are complimentary, and what is called for by any shall be as binding as if called for by all.

(b) Contractor warrants and certifies that in the performance of this contract, it will comply with all applicable statutes, rules regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The Contractor shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Contractor's failure to comply strictly with the IRCA. Failure of the District to insist on the strict performance of the terms, conditions, and agreements of this contract shall not constitute or be construed as a waiver or relinquishment of the Buyer's rights thereafter to enforce strict compliance with any such terms, conditions or agreements but the same shall continue in full force and effect.

28. ALTERNATE BIDS

Alternate Bids are not called for.

29. CHANGES

The scope of work is defined in this original contract and in each order issued against it. Any changes to this scope of work must be issued and approved by the District in advance of performance. Performance of any additional work without coverage by a written order shall be at the sole risk of the contractor and may result in non-payment for such work. The District may at any time, by a written order and without notice to the sureties, make changes within the general scope of work in this contract, or in any of the following: Format, content, number of required copies, time and place of submission of reports and other documentation. If any such change causes an increase or decrease in the work under this contract, the Contractor and the District shall by mutual agreement make an appropriate written modification to the order. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date the Contractor receives the notification of change, provided that the District may receive and act upon any such claim asserted at any time prior to final payment under an order.

If the change order involves a change in time, a request for the time change shall accompany the change order cost breakdown. All such requests shall be specified as either workdays or calendar days. Any request for time received with only the designation of days shall be considered calendar days. The term "workdays" as used in this paragraph shall mean Monday through Friday, excluding Saturdays, Sundays, and Federal/State of California observed Holidays.

The District Superintendent of Business may authorize written changes in work involving a change in cost that does not exceed ten percent (10%) or \$15,000.00, whichever amount is greater, of the original contract amount pursuant to Public Contract Code Section 20118.4. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from District, authorized by action of the Governing Board, and no claim for addition to contract sum shall be valid unless so ordered.

30. DISPUTES

Except as otherwise provided in this contract, during the period of performance of the contract, any dispute between the parties arising out of the performance of this contract which is not disposed of by Agreement shall be decided by the District, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the District shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the District a written appeal. The decision of the District, on such an appeal, shall be final and conclusive, subject to any legal remedy that may be available under the laws of the State of California to the aggrieved party to further review such decision. The Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of dispute hereunder, the Contractor shall proceed with due diligence in the performance of the contract and in accordance with the District's decision.

31. TERMINATION FOR CONVENIENCE

The District reserves the right to terminate this contract for convenience if it determines that such termination is in the best interest of the District. The District will provide Contractor with a minimum of thirty (30) days written notice of such termination and such notice will specify the exact date the termination is to be effective. The Contractor shall submit a claim for costs incurred up to the date of termination for work that was completed or in progress prior to effective termination date. Payment for these claims will be subject to the terms and conditions as set forth herein.

32. PRECEDENCE

In the event of conflict between contract terms and conditions, special provisions, specifications, plans and drawings and instructions, the following order of precedence shall prevail:

Specifications; Special Provisions; plans and drawings; Instructions; Terms and Conditions

SPECIFICATIONS

Montevideo Elementary School

SECTION 070150 - PREPARATION FOR RE-ROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Roof tear-off.
2. Temporary roofing membrane.
3. Temporary roof drainage.

1.2 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

1.3 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.
- B. Existing Membrane Roofing System: Roofing system identified above, including roofing membrane, roof insulation, surfacing, and components and accessories between deck and roofing membrane.
- C. Roof Tear-Off: Removal of existing membrane roofing system from deck.
- D. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.
- E. Existing to Remain: Existing items of construction that are not indicated to be removed.

- F. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- G. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- H. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Temporary Roofing: Include Product Data and description of temporary roofing system. If temporary roof will remain in place, submit surface preparation requirements needed to receive permanent roof, and submit a letter from roofing membrane manufacturer stating acceptance of the temporary membrane and that its inclusion will not adversely affect the roofing system's resistance to fire and wind.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer
- B. Digital Images or Videos: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, which might be misconstrued as having been damaged by reroofing operations. Submit before Work begins.
- C. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property for environmental protection, for dust control and for noise control. Indicate proposed locations and construction of barriers.
- D. Schedule of Re-Roofing Preparation Activities: Indicate the following:
 - 1. Detailed sequence of re-roofing preparation work, with starting and ending dates for each activity. Ensure occupants' on-site operations are uninterrupted.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Installer of new membrane roofing system.

- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning membrane roofing removal. Comply with hauling and disposal regulations of authorities having jurisdiction.

- C. Reroofing Conference: Conduct conference at Project site.
 - 1. Meet with Owner; roofing system manufacturer's representative; roofing Installer including project manager, superintendent, and foreman; and installers whose work interfaces with or affects reroofing including installers of roof accessories and roof-mounted equipment.
 - 2. Review methods and procedures related to roofing system tear-off and replacement including, but not limited to, the following:
 - a. Reroofing preparation, including membrane roofing system manufacturer's written instructions.
 - b. Temporary protection requirements for existing roofing system that is to remain during and after installation.
 - c. Construction schedule and availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - d. Existing deck removal procedures and Owner notifications.
 - e. Condition and acceptance of existing roof deck and base flashing substrate for reuse.
 - f. Structural loading limitations of deck during reroofing.
 - g. Base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that will affect reroofing.
 - h. Existing conditions that may require notification of Owner before proceeding.

1.7 PROJECT CONDITIONS

- A. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.

- B. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.

- C. Limit construction loads on roof to rooftop equipment wheel loads and uniformly distributed loads not exceeding recommendations of Contractor's professional engineer based upon site inspection and analysis.

- D. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.

- E. Daily Protection: Coordinate installation of roofing so insulation and other components of roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.

PART 2 - PRODUCTS

2.1 TEMPORARY ROOFING MATERIALS

- A. Design and selection of materials for temporary roofing are responsibilities of Contractor.

2.2 TEMPORARY ROOF DRAINAGE

- A. Design and selection of materials for temporary roof drainage are responsibilities of the Contractor.

PART 3 - EXECUTION

3.1 PREPARATION, GENERAL

- A. Pollution Control: Comply with environmental regulations of authorities having jurisdiction. Limit spread of dust and debris.
 - 1. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 2. Remove debris from building roof by chute, hoist, or other device that will convey debris to grade level.
- B. Air Intake Shutdown: Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
- C. Temporary Weather Protection: During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.

3.2 ROOF TEAR-OFF

- A. General: Notify Owner each day of extent of roof tear-off proposed for that day and obtain authorization to proceed.
- B. Roof Tear-Off:
 - 1. Remove existing roofing membrane and other membrane roofing system components and flashings down to the decking.

2. Remove obsolete equipment identified by Owner.

3. Remove counterflashings.

3.3 DECK PREPARATION

A. Inspect deck after tear-off of membrane roofing system.

B. Verify that deck is sound and dry.

C. If broken or loose fasteners that secure deck panels to one another or to structure are observed or if deck appears or feels inadequately attached, immediately notify Architect. Do not proceed with installation until directed by Architect.

D. Unsuitable Deck: If deck surface is not suitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify Architect. Do not proceed with installation until directed by Owner.

3.4 TEMPORARY ROOFING MEMBRANE

A. Install approved temporary roofing membrane over area to be reroofed.

B. Remove temporary roofing membrane before installing new roofing membrane.

3.5 DISPOSAL

A. Collect demolished materials and place in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

1. Storage or sale of demolished items or materials on-site is not permitted.

B. Transport and legally dispose of demolished materials off Owner's property.

3.6 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by preparation for re-roofing operations. Return adjacent areas to condition existing before operations began.

END OF SECTION 070150

SECTION 075419 – POLYVINYL-CHLORIDE ROOFING- Montevideo

PART 4 - GENERAL

4.1 SUMMARY

- A. All products in bold italics, listed in Part 2 – Products, and on “Attachment A”, will be furnished by Saddleback Valley Unified School District using its authority under the CMAS Contract. All remaining products listed within the Part 2 section, and any additional needed quantities of the products listed on “Attachment A”, shall be furnished by the Roofing Contractor.
- B. CMAS Contract #: 4-21-03-1001 Supplement 2
- C. Section Includes:
 - 1. Mechanically-fastened thermoplastic PVC roofing system on wood deck, including:
 - 2. Substrate board.
 - 3. Walkway material.
- D. Related Sections:
 - 1. Division 07 Section "Preparation for Re-Roofing".

4.2 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D1079 "Standard Terminology Relating to Roofing and Waterproofing" and glossary in applicable edition of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" for definition of terms related to roofing work in this Section.

4.3 PREINSTALLATION MEETINGS

- A. Preinstallation Roofing Conference: Conduct conference at Project site.
 - 1. Meet with Owner, roofing Installer, roofing system manufacturer's representative, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
 - 2. Review drawings and specifications.
 - 3. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
 - 4. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

5. Examine substrate conditions and finishes for compliance with requirements, including flatness and fastening.
6. Review structural loading limitations of roof deck during and after roofing.
7. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.

4.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other work.
 1. Base flashings and membrane terminations.
 - a. Indicate details meet requirements of NRCA required by this Section.
 2. fastening patterns for corner, perimeter, and field-of-roof locations.
- C. Samples for Verification: For the following products:
 1. Sheet roofing.
 2. Walkway roll.

4.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Product Certificate: Submit certificate, indicating products intended for Work of this Section, including product names and numbers and manufacturers' names, with statement indicating that products to be provided meet the requirements of the Contract Documents.
- B. Qualification Data: For Installer, Manufacturer and Roofing Inspector.
 1. Include letter from Manufacturer written for this Project indicating approval of Installer.
- C. Warranties: Unexecuted sample copies of special warranties.

- D. Inspection Reports: Reports of Roofing Inspector. Include weather conditions, description of work performed, tests performed, defective work observed, and corrective actions taken to correct defective work.

4.6 CLOSEOUT SUBMITTALS

- A. Executed copies of warranties.
- B. Maintenance Data: To include in maintenance manuals.

4.7 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers trained and certified by manufacturer, including a full-time on-site supervisor with a minimum of five years' experience installing products comparable to those specified, able to communicate verbally with Contractor, Architect, and employees, and qualified by the manufacturer to install manufacturer's product and furnish warranty of type specified.
- B. Roofing Inspector Qualifications: A technical representative of manufacturer not engaged in the sale of products and experienced in the installation and maintenance of the specified roofing system, qualified to perform roofing observation and inspection specified in Field Quality Control Article, to determine Installer's compliance with the requirements of this Project, and approved by the manufacturer to issue warranty certification. The Roofing Inspector shall be one of the following:
 - 1. An authorized full-time technical employee of the manufacturer.
 - 2. An independent party certified as a Registered Roof Observer by the International Institute of Building Enclosure Consultants (formerly the Roof Consultants Institute) retained by the Contractor or the Manufacturer and approved by the Manufacturer.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site access to manufacturer's written recommendations and instructions for installation of products.

4.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.

- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

4.9 PROJECT / FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.
- B. Daily Protection: Coordinate installation of roofing so insulation and other components of roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
 - 1. Provide tie-offs at end of each day's work to cover exposed roofing and insulation with a course of roofing sheet securely in place with joints and edges sealed.
 - 2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing.
 - 3. Remove temporary plugs from roof drains at end of each day.
 - 4. Remove and discard temporary seals before beginning work on adjoining roofing.

4.10 WARRANTY

- A. Manufacturer's Warranty: Roof System Manufacturer's standard form in which Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within warranty period, as follows.
 - 1. Form of Warranty: Manufacturer's standard warranty form.
 - 2. Scope of Warranty: Work of this Section and including sheet metal details and termination details installed by the roof system Installer and approved by the Roof System Manufacturer.
 - 3. Warranty Period: 20 years from date of completion.
- B. Manufacturer Inspection Services: By manufacturer's technical representative, to report maintenance responsibilities to Owner necessary for preservation of Owner's warranty rights. The cost of manufacturer's inspections is included in the Contract Sum.
 - 1. Inspections to occur in following years: 2, 5, 10, 15 following completion.
- C. Installer Warranty: Installer's warranty signed by Installer, as follows.

1. Form of Warranty: Form acceptable to Roofing Manufacturer and Owner.
2. Scope of Warranty: Work of this Section.
3. Warranty Period: 2 years from date of completion.

PART 5 - PRODUCTS

5.1 MANUFACTURERS

- A. The roof system specified in this Section is based upon products of Tremco, Incorporated. Provide specified products.
- B. Source Limitations: Obtain components for roofing system from same manufacturer as membrane roofing or manufacturer approved by membrane roofing manufacturer.

5.2 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed membrane roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Membrane roofing and base flashings shall remain watertight.
 1. Accelerated Weathering: Roofing system shall withstand 10,000 hours of exposure when tested according to ASTM G152, ASTM G154, or ASTM G155.
 2. Impact Resistance: Roof membrane shall resist impact damage when tested according to ASTM D3746/D3746M, ASTM D4272/D4272M, or the "Resistance to Foot Traffic Test" in FM Approvals 4470.
- B. Flashings and Fastening: Provide base flashings, perimeter flashings, detail flashings and component materials and installation techniques that comply with requirements and recommendations of the following:
 1. NRCA Roofing Manual (Sixth Edition) for construction details and recommendations.
 2. SMACNA Architectural Sheet Metal Manual (Seventh Edition) for construction details.
- C. Exterior Fire-Test Exposure: ASTM E108, Class A; for application and roof slopes indicated, as determined by testing identical membrane roofing materials by a qualified testing agency. Materials shall be identified with appropriate markings of applicable testing agency.
- D. Energy Performance: Roofing system shall have an initial solar reflectance index of not less than 0.70 and an emissivity of not less than 0.75 when tested according to CRRC-1.

5.3 MATERIALS, GENERAL

- A. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.

5.4 THERMOPLASTIC MEMBRANE MATERIALS

A. PVC Roof Membrane:

- 1. Thermoplastic PVC/TPA sheet, internally fabric reinforced, Energy Star qualified, CRRC listed, and California Title 24 Energy Code compliant, ASTM D4434 Type IV.

- a. **Basis of design product: Tremco, TPA Single Ply Roof Membrane.**

- b. Tensile Strength at 0 deg. F (-18 deg. C), minimum, ASTM D751: 300 lbf/in (1330 N).

- c. Tear Strength at 77 deg. F (25 deg. C), minimum, ASTM D751: 100 lbf (440 N).

- d. Elongation at 0 deg. F (-18 deg. C), minimum at fabric break, ASTM D751: 25 percent machine direction, 25 percent cross-machine direction.

- e. Minimum Thickness, nominal, ASTM D751: 0.060 in (1.5 mm).

- f. Color: White.

- g. Solar Reflectance Index (SRI), ASTM E1980: 108 (White, initial) 84 (White, 3-year aged).

- h. Recycled Content, minimum: 25 percent pre-consumer.

- B. Membrane Flashing: Manufacturer's standard, smooth-backed, sheet flashing of same material, type, reinforcement, thickness, and color as PVC sheet membrane.

5.5 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary membrane roofing materials recommended by roofing system manufacturer for intended use, and compatible with membrane roofing.

- 1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.

B. Flashing Membrane Adhesive:

- 1. Bonding adhesive, contact-type solvent-based low VOC, for bonding TPA non-fleece-backed single ply membranes and flashings to substrates.

- a. VOC, maximum, ASTM D3960: 200 g/L.

- C. Metal Termination Bars: Manufacturer's standard, predrilled stainless-steel or aluminum bars, approximately 1 by 1/8 inch (25 mm by 3 mm) thick; with anchors.
- D. Metal Battens: Manufacturer's standard, aluminum-zinc-alloy-coated or zinc-coated steel sheet, approximately 1 inch wide by 0.05 inch (25 mm wide by 1.3 mm) thick, prepunched.
- E. Fasteners: Factory-coated steel fasteners and metal plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening components to substrate, and acceptable to membrane roofing system manufacturer.
- F. Joint Sealant: Elastomeric joint sealant compatible with roofing materials, with movement capability appropriate for application.
 - 1. Joint Sealant, Polyurethane: ASTM C920, Type S, Grade NS, Class 50 single-component moisture curing sealant, formulated for compatibility and use in dynamic and static joints; paintable.
- G. Prefabricated Pipe Flashings: As recommended by roof membrane manufacturer.
- H. Metal Flashings:
 - 1. Edge Metal: Clad metal.
 - a. 22 gauge cleat.
 - 2. Skirt Metal: 22-gauge galvanized steel.
 - 3. Shingle-to-Roof Metal: Metallic-Coated Steel Sheet for edge metal and counterflashings: Zinc-coated (galvanized) steel sheet according to ASTM A 653/A 653M, G90 (Z275) coating designation; prepainted by coil-coating process to comply with ASTM A 755/A 755M.
 - a. Color to be selected by Owner from manufacturer's standard color chart.
 - 4. Counterflashing: 22-gauge galvanized steel. Include wind clips at reglet counterflashings.
- I. Metal Coating: Acrylic Roof Coating, Highly-Reflective Elastomeric: ASTM D6083, applied as base coat plus finish coat over prepared and primed roof surfaces.
- J. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, and other accessories.

5.6 SUBSTRATE BOARDS

- A. Gypsum panel, glass-mat-faced, ASTM C1177/C1177M.

1. Thickness: 1/4 inch (6 mm).
- B. Fasteners: Factory-coated steel fasteners and metal plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening substrate board to roof deck.

5.7 WALKWAY MATERIALS

- A. Walkway Material:
 1. Walkway roll, reinforced PVC/TPA membrane roll with serrated slip-resistant surface, fabricated for heat welding to compatible PVC/TPA membrane surface.
 - a. Roll Size: 36 inches by 60 foot (914 mm by 18.3 m).
 - b. Thickness / Color: Gray, 0.072 inch (2 mm).
 - c. Tensile, Grab ASTM D751: 200 lbf (890 N).
 - d. Tear Strength, Tongue: 45 lbf (200N).
 - e. Low Temp Flex: -40 deg F. (-40 deg C.).
 - B. Rubber blocks: 100% rubber blocks with steel channels and reflective strips designed for supporting conduit.

PART 6 - EXECUTION

6.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:
 1. Verify that roof openings and penetrations are in place and curbs are set and braced and that roof drain bodies are securely clamped in place.
 2. Wood Roof Deck: Verify that deck is sound and dry and securely fastened with no projecting fasteners and with no adjacent units in excess of 1/16 inch (1.6 mm) out of plane relative to adjoining deck.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

6.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.

- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

6.3 INSTALLATION, GENERAL

- A. Install roofing system in accordance with manufacturer's written instructions and approved details.
- B. NRCA Installation Details: Install roofing system in accordance with applicable NRCA Manual Plates and NRCA recommendations; modify as required to comply with manufacturer's approved details and perimeter fastening requirements.

6.4 SUBSTRATE BOARD

- A. Install substrate board with long joints in continuous straight lines, perpendicular to roof slopes with end joints staggered between rows. Tightly butt substrate boards together.
 - 1. Fasten substrate board to deck to resist uplift pressure at corners, perimeter, and field of roof according to membrane roofing system manufacturers' written instructions.
- B. Tapered Crickets: Install tapered crickets on the high side of all curbs.
 - 1. Make slope of crickets minimum of two times the roof slope and not less than 1/4 inch in 12 inches.

6.5 MECHANICALLY FASTENED MEMBRANE ROOFING INSTALLATION

- A. Mechanically fasten membrane roofing over area to receive roofing and install according to roofing system manufacturer's written instructions.
 - 1. For in-splice attachment, install membranes roofing with long dimension perpendicular to steel roof deck flutes.
- B. Start installation of membrane roofing in presence of roofing system manufacturer's technical personnel.
- C. Accurately align membrane roofing and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.

- D. Mechanically fasten or adhere membrane roofing securely at terminations, penetrations, and perimeter of roofing.
- E. Apply membrane roofing with side laps shingled with slope of roof deck where possible.
- F. In-Seam Attachment: Secure one edge of membrane sheet using fastening plates or metal battens centered within membrane seam and mechanically fasten membrane sheet to roof deck.
- G. Welded Seams: Clean seam areas, overlap membrane roofing, and hot-air weld side and end laps of membrane roofing and sheet flashings according to manufacturer's written instructions to ensure a watertight seam installation.
 - 1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of sheet membrane.
 - 2. Verify field strength of seams a minimum of twice daily and repair seam sample areas.
 - 3. Repair tears, voids, and lapped seams in roofing that does not comply with requirements.

6.6 BASE FLASHING INSTALLATION

- A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to membrane roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean seam areas, overlap, and firmly roll sheet flashings into the adhesive. Hot-air weld side and end laps to ensure a watertight seam installation.
- E. Seal top termination of base flashing with a metal termination bar and a continuous bead of joint sealant.
- F. Install new counterflashing and wind clips at all existing locations.
- G. Install skirt metal counterflashing secured at 12" oc at all HVAC and other locations where equipment cannot be lifted off existing curbs.
- H. Install new shingle to roof metal counterflashing. Seal laps with polyurethane sealant. Secure at 6" oc under the edge metal fascia.
- I. Seal all vent, duct, duct drop, and pan seams with acrylic sealer and polyester reinforcement. Coat all previously coated and uncoated metal including vents with metal coating at a rate of 3 gallons per square. Remove prior repairs, prepare, and prime surfaces prior to coating application.

6.7 WALKWAY INSTALLATION

- A. Walkways, General: Install walkways according to roofing manufacturer's written instructions.
 - 1. Install walkways from the roof access hatch with a continuous path to and surrounding all serviceable equipment.
 - 2. Heat weld to substrate.

- B. Install rubber blocks to support all conduit. Include a block every 8' and additional blocks at changes in direction and where needed for proper support. Use block manufacturer's risers for high conduit.
 - 1. Set rubber blocks on oversized sections of membrane.
 - 2. Do not over tighten clamps, leave slightly loose to allow for conduit movement.

6.8 FIELD QUALITY CONTROL

- A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.

- B. Repair or remove and replace components of membrane roofing system where inspections indicate that they do not comply with specified requirements.

- C. Additional inspections, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

6.9 PROTECTING AND CLEANING

- A. Protect membrane roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Owner.

- B. Correct deficiencies in or remove membrane roofing system that does not comply with requirements; repair substrates; and repair or reinstall membrane roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 075419

REQUEST FOR SUBSTITUTION AT TIME OF BID

Pursuant to Public Contract Code section 3400, bidder submits the following request to Substitute for the item that is specified. I understand that if the request to substitute is not an “or equal” or is not accepted by District and I answer “no, I will not provide the specified item”, then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specification Section	Specified Item	Requested Substituted Item	Contractor Agrees to Provide Specified Item if request to Substitute is Denied ¹ (circle one)	District Decision (circle one)
1.				Yes No	Grant Deny
2.				Yes No	Grant Deny
3.				Yes No	Grant Deny
4.				Yes No	Grant Deny
5.				Yes No	Grant Deny
6.				Yes No	Grant Deny
7.				Yes No	Grant Deny
8.				Yes No	Grant Deny
9.				Yes No	Grant Deny
10.				Yes No	Grant Deny
11.				Yes No	Grant Deny
12.				Yes No	Grant Deny

¹ Bidder must state whether bidder will provide the Specified Item in the event the Substitution request is evaluated and denied. If bidder states that bidder will not provide the Specified Item, the denial of a request to Substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder’s request for Substitution is denied, bidder shall execute the Agreement and provide the Specified Item(s). If bidder refuses to execute the Agreement due to the District’s decision to require the Specified Item(s) at no additional cost, bidder’s Bid Bond shall be forfeited.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as Principal, and, _____, as Surety, are held and firmly bound unto the Saddleback Valley Unified School District, hereinafter called the DISTRICT, in the sum of ten (10%) of total bid amount to the said DISTRICT for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated _____ 20 _____, for:

Bid # 22-08

Montevideo Elementary School Re-roof Project

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within ninety (90) days after said opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or, if no period be specified, within ten (10) working days after the award of the contract, enter into a written contract with the DISTRICT, in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

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

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

IN WITNESS WHEREOF, the 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 duly signed by its undersigned authorized representative

(Corporate Seal of
Principal, if Principal
Corporation)

Principal or (Proper Name of Bidder)

By: _____
Signature

Print Name

Title

(Corporate Seal
of Surety)

Surety

By: _____
Signature

Print Name

Title

Address

Telephone

(Attach Attorney in fact Certificates
and required acknowledgements)

BID FORM

Bid # 22-08

Montevideo Elementary School Re-roof Project

To: The Saddleback Valley Unified School District, acting by and through its Governing Board, herein called the "District."

From: _____
Name of Bidder

Pursuant to the Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder hereby agrees to be bound by all the terms and conditions stipulated in the contract as set forth herein, and proposes to Provide materials and perform and complete in a good workmanlike manner all that is required, in connection with **Bid #22-08, Montevideo Elementary School Re-roof Project.**

The undersigned Bidder agrees that they will contract with Saddleback Valley Unified School District to provide all necessary materials, labor, supervision, machinery, tools, apparatus, other means of construction to do all of the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that they will provide the bonds, insurance and submittals as per the contract documents herein and will take in full payment the amount set forth herein.

All Bids shall include any California Sales and use tax, permit fees, and all freight and delivery costs.

Bidder acknowledges receipt of the following:

Addendum 1 _____ Addendum 2 _____ Addendum 3 _____

Contractor License number: _____

DIR Registration number: _____

Total Cost for Roofing Project for Montevideo Elementary (including debris removal, disposal, and any asbestos removal) \$ _____

The District intends to award the contract at the June 5, 2023 board meeting to that responsible bidder which submits the lowest responsive bid for the items listed.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Bidder

Name: _____

Signed by: _____

Print Name _____

Date: _____

Business Address: _____

Telephone: _____

(Bidder must submit with bid certifications signed by authorized officers of each of the parties to joint venture or partnership)

Partnership

Name: _____

Signed by: _____

(Partner)

Print Name _____

Date: _____

Business Address: _____

Other Partners: _____

Telephone: _____



Corporation

Name: _____

(a _____ Corporation)

Print Name _____

Date: _____

Signed by: _____

(President)

Print Name _____

Date: _____

Signed by: _____
(Secretary)

Print Name _____

Date: _____

Business Address: _____

Telephone _____

(Seal and Attest)

Joint Venture Name: _____

Signed by: _____
(Joint Venturer)

Print Name _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to Joint Venture:

If an Individual: _____
(Signed)

Print Name _____

Doing Business As: _____

If a Partnership: _____

Signed by: _____
(Partner)

Print Name _____

If a Corporation: _____
(a _____ Corporation)

By: _____

Title: _____

Date: _____

(Seal and Attest)

DESIGNATION OF SUBCONTRACTORS
(FORM MUST BE SUBMITTED WITH BID)

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

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

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

Note: If alternate bids are called for and bidder intends to use a different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate. Identify additional list of subcontractors by Alternate Bid No. (form enclosed)

Type of trade and Portion of work	Name & License # License Exp. Date	COMPLETE Address and Telephone #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: _____

(Name of bidder)

By: _____

(Signature of Bidder)

Print Name: _____

Address: _____

Telephone: _____

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the bid informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein-refers to the bidder's firm and any of its owner, officers, directors, shareholders, parties or principals. District has discretion to request additional information.

(1) Firm name and address:

(2) Telephone:

(3) Type of firm: (check one)

Individual _____ Partnership _____ Corporation _____

(4) License No. _____ Class: _____
DIR Reg. No. _____

Name of license holder _____

(5) Have you or any of your principals ever been licensed under a different name or different license number? (Response must include information pertaining to principals, association outside of the firm bidding this Project). _____ If Yes, give name and license number.

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

_____	_____
_____	_____
_____	_____

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

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

Name and Title: _____

Date of Inspection: _____

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

(a) as a general contractor? _____

(b) as a subcontractor? _____

Has your firm or any of its principals defaulted so as to cause a loss to a surety? (Response must include information pertaining to principals, association outside of the firm bidding this Project).
_____ If the answer is "Yes," give dates, names and address of surety and details.

(10) Have you or any of your principals been assessed damages for any project in the past three years? (Response must include information pertaining to principals' association outside of the firm bidding this Project). _____ . If "Yes", explain:

(11) Have you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to a public construction project during the past three years? (Response must include information pertaining to principals' association outside of the firm bidding this Project). _____ If "Yes", provide name of public agency and details of the dispute.

(12) Have you or any of your principals ever failed to complete a project in the last three years? (Response must include information pertaining to principals' association outside of the firm bidding this Project). _____ . If so, give owner's name and details:

(13) List the names, addresses and telephone numbers of three Architects or Engineers whose jobs you have worked on in the past three years:

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

(14) Do you now or have you ever had any direct or indirect business, financial, or other connection with any official, employee or consultant of the District or Architect? _____
 If so, please elaborate:

(15) Additional information required:

List of Reference's - Public Works Projects of similar nature preferably in a School/Community College /University within the last three (3) years. DISTRICT has discretion to require more than three references.

1. Name : _____
 Address and Telephone: _____

 Contact Person: _____
 Type of Construction Project: _____
 Dates of commencement and completion of Construction Project: _____

 Contract Amount: _____
 Architect: _____
 Architect's Address and Telephone: _____
 DSA or public agency inspector: _____
 Address and Telephone: _____

2. Name : _____
 Address and Telephone: _____

 Contact Person: _____
 Type of Construction Project: _____
 Dates of commencement and completion of Construction Project: _____

 Contract Amount: _____
 Architect: _____
 Architect's Address and Telephone: _____

DSA or public agency inspector: _____
Address and Telephone: _____

3. Name: _____
Address and Telephone: _____
Contact Person: _____
Type of Construction Project: _____
Dates of commencement and completion of Construction Project: _____
Contract Amount: _____
Architect: _____
Architect's Address and Telephone: _____
DSA or public agency inspector: _____
Address and Telephone: _____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Information Required of Bidder, pages 1 through 5, is true and correct. Executed this _____ day of _____, 20____, at _____ State of California
City, County

Signature

Print Name

Title

NON-COLLUSION DECLARATION
(FORM MUSTBE SUBMITTED WITH BID)

(Public Contract Code Section 7106)

State of California)
) ss.
County of _____))
_____)

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

Signature of Bidder

WORKERS' COMPENSATION
(FORM MUST BE SUBMITTED WITH BID)

Labor Code Section 3700.

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.
- (c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers, compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state that, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702 of the Labor Code.

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

Name of the Contractor

By: _____
Signature

Print Name

Title

Date

(In accordance with Section 1860 and 1861 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

CONTRACTOR'S CERTIFICATE REGARDING
NON-ASBESTOS CONTAINING MATERIAL
(TO BE SUBMITTED WITH BID)

Per Special Provisions, and Article 69 of the General Terms & Conditions.

Certification for Bid #22-08, Montevideo Elementary School Re-roof Project

We hereby certify that no Asbestos, or Asbestos containing materials shall be used in this project or in any tools, devices, clothing or equipment for the completion of this project.

The contractor further certifies that all employees have been instructed with respect to the standards, hazards, risks and liabilities of Asbestos contained materials.

Asbestos and/or asbestos containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite and actinolite.

Any or all material containing greater than one-tenth of one percent asbestos shall be defined as asbestos containing material.

Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy. The costs of any such tests shall be paid by the contractor if the material is found to contain asbestos.

All materials found to contain asbestos or material installed with asbestos containing equipment will be immediately rejected and this work will be removed at no additional cost to the District.

DATE

NAME OF CONTRACTOR

By: _____

Print Name

Title

DRUG-FREE WORKPLACE CERTIFICATION
(FORM MUST BE SUBMITTED WITH THE BID)

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

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

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

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

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

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

NAME OF CONTRACTOR

Signature

Print Name

Title

Date

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102
(FORM MUST BE SUBMITTED WITH BID)

To the Governing Board of Saddleback Valley Unified School District:

I, _____ certify that:
Name of Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at _____, California on _____.
Date

Signature

Typed or printed name

Title

Address

Telephone

FAITHFUL PERFORMANCE BOND

FAITHFUL PERFORMANCE KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Saddleback Valley Unified School District of Orange County, California (hereinafter referred to as "DISTRICT"), awarded to _____ (hereinafter referred to as the "Contractor/Principal") the contract for the work described as follows:

**Bid # 22-08
Montevideo Elementary School Re-roof Project**

WHEREAS, said Contractor/Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference; Bid # 22-08, Foothill Ranch & Montevideo Elementary School Re-roof Projects.

NOW, THEREFORE, we the undersigned Contractor, as Principal, and Surety are held and firmly bound to the DISTRICT in the sum of _____ Dollars, (\$_____). This amount being not less than one hundred percent (100%) of the total amount payable by the DISTRICT under the terms of the contract awarded by the DISTRICT to the Contractor/Principal), lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract and any alteration thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and affect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of _____ () year(s) after the acceptance of the work by DISTRICT, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the DISTRICT from loss or damage made evident during the period of _____ () year (s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation of Contractor remains.

Whenever Contractor/Principal shall be, and is declared by the DISTRICT to be, in default under the contract, the DISTRICT having performed the DISTRICT's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the DISTRICT, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by the DISTRICT under the contract and any modifications thereto, less the amount previously properly paid by the DISTRICT to the Contractor/Principal.

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

Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if the DISTRICT, when declaring the Contractor/Principal in default, notifies Surety of the DISTRICT 's objection to Contractor's/Principals further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the DISTRICT named herein or the successors or assigns of the DISTRICT. Any suit under this bond must be instituted within the applicable statute of limitations period.

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

Contractor/Principal, and Surety agree that if the DISTRICT is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay DISTRICT's reasonable attorney's fees incurred, with or without suit, in addition to the above amount.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

This _____ day of _____, 20_____.

Contractor/Principal

(Seal)

By: _____
Signature

Print Name and Title

Surety

By: _____
Print Name and Title

SEAL AND NOTARY
ACKNOWLEDGEMENT
SURETY

(Seal)

(Mailing Address and Telephone
No.of Surety)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Saddleback Valley Unified School District of Orange County, California (“hereinafter referred to as District”) has awarded to _____, hereinafter referred to as the “Contractor/Principal” a contract for the work described as follows:

**Bid # 22-08
Montevideo Elementary School Re-roof Project**

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

NOW, THEREFORE, we, the undersigned Contractor/Principal and _____ as Surety, are held firmly bound unto the Saddleback Valley Unified School District in the amount required by law the sum of _____

_____ Dollars (\$ _____), This amount being not less than one hundred percent (100%) of the total amount payable by the District under the terms of the contract awarded by the District to the Contractor/Principal), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Contractor/ Principal, his/her or its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 3181 or fail to pay for any materials, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Development Department, any amounts required to be deducted, withheld, and paid over by section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney’s fees as shall be fixed by the court, awarded to and taxed as provided in division 3, Part IV, Title XV, Chapter 7 (commencing at section3247) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons on their assigns in any suit brought upon this bond. It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any

payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the DISTRICT and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 and 3112 of the California Civil Code, and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Any claims under this bond may be addressed to:

_____ (Name and address of Surety)

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

_____ (Telephone number of Surety, or agent or representative in California)

IN WITNESS WHEREOF, we have hereto set our hands and seals on

This _____ day of _____, 20_____.

(Seal)

Contractor-/Principal

By: _____
Signature

Print Name and Title

Surety

By: _____
Signature

Print Name and Title

(Seal)

SEAL AND NOTARY
ACKNOWLEDGEMENT OF
SURETY

(Mailing Address and
Telephone No. of Surety)

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

This Escrow Agreement is made and entered into, as of _____, 20_____, by and between Saddleback Valley Unified School District, whose address is 25631 Peter A. Hartman Way, Mission Viejo, CA. 92691, hereinafter called "DISTRICT, and

whose address is _____
hereinafter called "Contractor" and _____
whose address is _____
hereinafter called "Escrow Agent." _____

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

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by DISTRICT pursuant to the Agreement entered into between the DISTRICT and Contractor for Bid # 22-08, Montevideo Elementary School Re-roof Project, in the amount of: \$ _____, dated _____, (hereinafter referred to as the Agreement") Alternatively, on written request of the Contractor, the DISTRICT shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for retention earnings, the Escrow Agent shall notify the DISTRICT within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Agreement between the DISTRICT and Contractor. Securities shall be held in the name of _____, and shall designate the Contractor as the beneficial owner.

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

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

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

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

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

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

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

(9) Escrow Agent shall rely on the written notifications from the DISTRICT and the Contractor pursuant to Sections (6) to (8), inclusive, of this Escrow Agreement and the DISTRICT and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the DISTRICT and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of DISTRICT:

On behalf of Contractor:

Title

Title

Name

Name

Signature

Signature

Address

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

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

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

DISTRICT

Contractor

Title

Title

Name

Name

Signature

Signature

Escrow Agent

Title

Name

Signature

GUARANTEE

Guarantee for _____ . We hereby guarantee that the _____, which we have provided and installed in _____, has been done in accordance with the plans, drawings and specifications and that the work as installed will fulfill the requirements included in the specifications. The undersigned agrees to repair or replace any or all of such work, together with any other adjacent work which may be displaced in connection with such repair or replacement, that may prove to be defective in workmanship or material within a period of _____ () years from the date of completion of the Project, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's failure to comply with the above-mentioned conditions within a reasonable period of time, as determined by the DISTRICT, but not later than ten (10) calendar days after being notified in writing by the DISTRICT, the undersigned authorizes the DISTRICT to proceed to have said defects repaired or replaced and made good at the expense of the undersigned, which will pay the costs and charges therefore upon demand.

Name of Contractor

Name of Subcontractor, if applicable

By: _____
Signature of Contractor

By: _____
Signature of Subcontractor

Print Name

Print Name

Title

Title

Representatives to be contacted for service:

Name: _____

Address: _____

Telephone Number: _____

TABLE OF CONTENTS TO THE GENERAL TERMS & CONDITIONS

NOTE: THE FOLLOWING GENERAL CONDITIONS ARE INCORPORATED INTO THIS CONTRACT BY REFERENCE WITH FULL FORCE AND EFFECT AS IF PUBLISHED IN FULL TEXT. THESE GENERAL TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST FROM THE PURCHASING DEPARTMENT, SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT, AND SHALL BE FURNISHED TO THE SUCCESSFUL CONTRACTOR AWARDED THIS BID.

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AGREEMENT

(To be completed after award)

THIS AGREEMENT, dated _____ in the County of Orange, State of California, by and between SADDLEBACK VALLEY UNIFIED SCHOOLDISTRICT, hereinafter referred to as "DISTRICT" or "OWNER, " and _____, hereinafter referred to as "CONTRACTOR."

WITNESSETH :

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

1. The complete contract includes all of the contract documents, including the Notice to Bidders Calling For Bids, Information for Bidders, Bid Form, Designation of Subcontractors, Contractors Certificate Regarding Worker's Compensation, Performance and/or Payment Bond, if applicable, Insurance Policies or Certificates, General Terms & Conditions, if any, Plans, Drawings, Specifications, Addenda, and this Agreement, **Bid # 22-08, Montevideo Elementary School Re-roof Project** and all modifications and amendments thereto, by this reference incorporated herein. The contract documents are complementary, and what is called for by any shall be as binding as if called for by all.

2. CONTRACTOR shall perform, within the time set forth in Paragraph 4 of this Agreement, everything required to be performed and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services as described in the complete contract and required by Bid # 22-08 Montevideo Elementary School Re-roof Project for the sum total of _____ dollars (\$ _____).

All of said work to be performed and materials to be furnished shall be provided and completed in a good workmanlike manner in strict accordance with the Plans, Drawings, Specifications and provisions of the complete contract as hereinabove defined. The Contractor shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation and the Contractor shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Office of State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the District office within three (3) working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the contract documents.

3. 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 total amount as stipulated in the purchase orders which are generated against this contract.

The work ordered against this contract shall not commence before The District's Notice to Proceed has been issued and shall be completed on or before the dates stated in the District's Notice to Proceed. **The Contract will begin from date of award, and the District requires on site construction to begin after award and be completed by August 4, 2023.** The Notice to Proceed will be in the form of the Districts Purchase order.

4. Time is of the essence. If the work is not completed in accordance with Paragraph 3 above, it is understood that the District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85 it is agreed that Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the sum of one thousand Dollars (\$1,000.00) for each calendar day of delay until work is completed and accepted. This amount shall be deducted from any payments due to or to become due to Contractor. Contractor and Contractor's surety shall be liable for the amount thereof. Time extensions may be granted by the District as provided in Article 32 of the General Conditions.

5. The number of copies of drawing and specifications to be furnished to Contractor free of charge, as provided in the General Conditions, is one (1)

6. The number of executed copies of the Agreement, the Contractor's Certificate, the Performance Bond, and the Payment Bond required is one (1)

7. If Contractor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____ and that _____ whose title is _____ is authorized to act for and bind the corporation.

8. 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 currently inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

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

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

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

DISTRICT

CONTRACTOR

SADDLEBACK VALLEY
By: UNIFIED SCHOOL DISTRICT

By: _____

Robert Craven, Assistant Superintendent
Facilities, Operations and Technology

(Signature of CONTRACTOR)

Print Name

Print Name

Contractor's License & Tax ID Number

DATE: _____

(CORPORATE SEAL OF CONTRACTOR,
if Corporation)

Attachment A

Owner Purchased Material List

Montevideo Elementary School – Re-Roof Project

The following material list is to be included in the bid form and signed/dated by the Contractor. Failure to provide this information will render your bid unresponsive. The owner is purchasing the following list of materials from the CMAS contract # 4-21-03-1001 Supplement #2. Only these materials, in the quantities listed, will be supplied.

The Contractor is responsible for purchasing any additional material directly from the roofing material manufacturer at the Contractor’s cost. The contractor is also responsible for ALL other items not on this list necessary for the completion of work specified. This includes, but is not limited to, fasteners, wood components, tapered insulation, cover boards, taper edge strips, sheet metal, warranty charges, inspections, and other consumable materials.

The unloading of material and the storage of said material in a secure area is the sole responsibility of the Contractor. Any unused material will become the property of the Owner at the completion of the project.

<u>Material</u>	<u>Quantity</u>	<u>Size</u>
TPA 60 Mil Field Sheet	65 Rolls.....	78” x 90’
TPA 60 Mil Perimeter Sheet.....	13 Rolls.....	39” x 90

Bidding Contractor: _____

Contractor Signature: _____

Date: _____