



PURCHASING DEPARTMENT

**115 W. Allen Avenue
San Dimas, CA 91773
(909) 971-8200**

INVITATION FOR BIDS FOR PUBLIC WORKS UNDER CUPCCAA

BONITA HIGH SCHOOL TRACK REPLACEMENT BID NO. 2025-26-05

Bid Issued	Wednesday, February 4, 2026
Mandatory Pre-Bid Conference	Thursday, February 12, 2026 at 9:00 AM
Request for Substitutes Due Date	Friday, February 13, 2026 at 2:00 PM
RFI Due Date	Friday, February 13, 2026 at 2:00 PM
Bid Due/Public Opening	Friday, February 20, 2026 at 9:00 AM



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BONITA HIGH SCHOOL TRACK REPLACEMENT
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NOTICE TO CONTRACTORS CALLING FOR BIDS

School District: Bonita Unified School District of Los Angeles County, California (hereinafter, "DISTRICT").

Bid Deadline: Sealed bids containing the following documents shall be received up to but not later than **9:00 a.m. of the 20th day of February, 2026**: 1) Bid Form; 2) Noncollusion Declaration; 3) Site Visit Certification; 4) Designation of Subcontractors; 5) Certified or Cashier's Check, or Bid Bond; 6) Information Required of Bidder; 7) Certification of Contractor or Subcontractor DIR Registration; 8) DVBE Participation Goal Compliance; 9) Bidder's Acknowledgement of Project Schedule; 10) Storm Water Pollution Prevention Certification; 11) CARB Compliance Certification 12) Substitution Request Form, if applicable, and if applicable, 13) Corporate Resolution authorizing officer to sign on behalf of and bind the corporation. Thereafter, for a bid to be considered responsive and subject to award, the apparent low bidder shall provide to DISTRICT within (a) five (5) calendar days following the date in which bids are received, opened and the apparent low bidder declared, or (b) two (2) calendar days prior to the scheduled award of the Project, whichever is sooner, the DVBE Compliance Forms.

It is each Bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated below. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to Bidder unopened.

Place of Bid Receipt: Sealed bids shall be made and presented only on the District forms. Sealed bids will be received no later than the bid opening time listed above and shall be opened and publicly read aloud at the District office located at 115 W. Allen Ave, San Dimas, CA 91773. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

Project Identification Name: BONITA HIGH SCHOOL TRACK REPLACEMENT ("Project").

Place Plans and Specifications and Contract Documents are on file: PDF of Plans and Specifications and all Contract Documents for the Project may be downloaded from DISTRICT's website at <https://do.bonita.k12.ca.us/District/Business-Services/Purchasing> ("DISTRICT Website"). Questions on the Contract Documents should be addressed to Maria Moreno, Director, Purchasing at Moreno@bonita.k12.ca.us.

NOTICE IS HEREBY GIVEN that DISTRICT, acting by and through its Governing Board (the "Board"), will receive up to, but not later than the above-stated time, unless extended by addendum, sealed bids for the award of a contract for the Project.



DISTRICT has elected to become subject to the alternative bidding procedures set forth in the California Uniform Public Construction Cost Accounting Act (“CUPCCAA”), Public Contract Code section 22000 et seq., with respect to public projects, as specified in Public Contract Code sections 22002(c)-(d) and 22003. This Project is subject to CUPCCAA’s formal bidding procedures per Public Contract Code section 22032(c). Accordingly, notice is being given in accordance with the provisions of Public Contract Code section 22037. Further, the contract will be awarded and/or the bids rejected in accordance with CUPCCAA. Bidders may visit the District’s Purchasing website at <https://do.bonita.k12.ca.us/District/Business-Services/Purchasing> and complete the online application for inclusion on the DISTRICT’s Informal Bidding Contractors List (“CUPCCAA Contractors List”) for each calendar year.

MANDATORY JOB WALK AND PRE-BID CONFERENCE: A **mandatory** pre-bid conference and job walk will be held at 9:00 a.m. on Thursday, February 12, 2026 at Bonita High School located at 3102 D St, La Verne, CA 91750, at the front office, for the purposes of discussing the bid documents, answering any questions generated by those in attendance, and viewing the site. **All attendees must check-in at the front office, providing a valid, government issued driver’s license or other photo I.D., to obtain a guest badge prior to attending the conference and job walk. Attendees shall be required to sign an attendance list to be provided and attend the entire pre-bid conference and job walk.** There will be no exceptions.

Each bid must conform and be responsive to all pertinent bidding and Contract Documents. Copies are on file and open for public inspection at the DISTRICT OFFICE and on the DISTRICT Website.

No Contractor or Subcontractor may be listed on the Bid Form or Designation of Subcontractors Form for the Project unless registered with the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No Contractor or Subcontractor may be awarded a contract for the Project unless registered with DIR pursuant to Labor Code section 1725.5. This Project is subject to compliance monitoring and enforcement by the DIR.

Consistent with Public Contract Code section 20103.8 and Section 21 of the Information for Bidders form relating to the use of alternate bids, the lowest responsible Bidder for the Project shall be determined using the method indicated by a check mark in the box below associated with the statement. Please note that this method is used to calculate the bids and does not address issues of responsiveness or responsibility:

- The lowest bid shall be the lowest bid price on the base bid without consideration of the prices on the additive or deductive items.
- The lowest bid shall be the lowest total bid prices on the base bid and the following additive and/or deductive items: _____



- The lowest bid shall be the lowest total of the bid prices on the base bid and the following additive and/or deductive items taken in the following order: _____

The aforementioned additive and/or deductive items have been prioritized and will be selected based upon whether said additive and/or deductive items when added to or subtracted from the base bid, are less than, or equal to, the funding amount publicly disclosed by DISTRICT before the first bid is opened.

- The lowest bid shall be determined on the base bid, or on the base bid and any alternate or combination of alternates in the following manner which shall prevent any information that would identify any of the Bidders or proposed Subcontractors from being revealed to a participant in the decision-making process for DISTRICT before the ranking of all Bidders from lowest to highest has been determined:

As each bid is received for the Project, a designated employee of DISTRICT who will not be involved or participate in the decision-making process, shall place an assigned number on the front top right corner of the bid envelope and inform Bidder of his/her assigned number. As bids are opened, the assigned number will be written by the designated employee at the top right-hand corner of the page(s) of the Bid Form that contain the bid amounts. Bids shall be read aloud by assigned number, without reference to the name of the Bidders. The designated employee shall then either (a) prepare a separate tabulation of each bid, to include only the assigned number and amounts of the base bid and all alternate bids, or (b) photocopy the page(s) of each Bid Form containing the base bid and alternate bid amounts, which page(s) shall not contain the name of Bidder. The designated employee will then replace each original Bid Form back into the bid envelope. The complete Bid Forms shall remain in the custody of the designated employee until DISTRICT determines the low apparent Bidder based upon each Bidder's base bid and alternate bid amounts. All bid protests received prior to notification of the low apparent Bidder will be required to be in writing and delivered to the attention of the designated employee who shall retain the bid protests until the low apparent Bidder has been determined. Upon the selection of the low apparent Bidder, such determination shall be reduced to writing and retained by DISTRICT, and the designated employee shall thereafter deliver the bid envelopes containing the original Bid Forms, and any bid protests received, to the Superintendent or his/her designee. After the assigned numbers have been matched with the names of the Bidders and the Bid Forms and any bid protests have been reviewed, Bidders who submitted bids shall be notified of the low apparent Bidder either by telephone, fax or mail. Any bid protests submitted after the low apparent Bidder has been announced must be directed to the attention of the Superintendent.

When no box is marked, the default value of the bid award shall be the lowest bid price on the base bid only, without consideration of the prices on the additive or deductive items.



Once the lowest responsible Bidder has been selected, DISTRICT may determine to add to or deduct from the Contract any of the additive or deductive items.

In accordance with the provisions of California Public Contract Code section 3300, DISTRICT requires that Bidder possess the following classification(s) of contractor's license at the time that the Contract is awarded: **B (General Contractor), C12 (Paving Contractor), and C61/D12 (Specialty/Synthetic Surface)**, **contractor shall provide a minimum of 25% in-house labor and submit a list identifying the tasks to be performed by in-house staff.** CONTRACTOR's California State License number shall be clearly stated on the Bid Form. No payment shall be made for Work or material under the Contract unless and until the Registrar of Contractors verifies to DISTRICT that CONTRACTOR was properly licensed at the time the Contract was awarded and CONTRACTOR continues to be so licensed throughout the term of the Contract. Any CONTRACTOR not so licensed is subject to penalties under the law. If the license classification specified hereinabove is that of a "specialty contractor" as defined in Section 7058 of the California Business and Professions Code, the specialty contractor awarded the Contract for this Work shall itself construct a majority of the Work, in accordance with the provisions of California Business and Professions Code section 7059. Subcontractors must possess the appropriate licenses for each specialty subcontracted at the time the bid is submitted and at the time the Contract is awarded. Failure to satisfy this requirement shall disqualify Bidder. The successful Bidder and its Subcontractors must have the required valid licenses at the time the bid is submitted and must maintain the licenses throughout the duration of the Contract and warranty period.

All Work must be completed within 60 working days from the date of the Notice to Proceed. Said Notice shall not be issued prior to five (5) Days after award of the Contract, and shall not require that Work be commenced less than forty-eight (48) hours from the date of said Notice. Time is of the essence. Failure to complete the Work within the time set forth herein will result in the imposition of liquidated damages for each Day of delay, in the amount set forth in the Information for Bidders.

Each Bidder agrees that, if its bid is accepted, contractor shall provide a minimum of 25% in-house labor and submit a list identifying the tasks to be performed by in-house staff.

Each Bidder shall submit, on the form furnished with the Contract Documents, a list of the proposed Subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act at Public Contract Code section 4100 et seq.

Contractors bidding this Project shall also require, pursuant to Public Contract Code section 4108, all Subcontractors providing labor and materials in excess of Fifty Thousand Dollars (\$50,000) to supply an original signature on a fully executed 100% Faithful Performance Bond and 100% Payment Bond. All such Subcontractor bonds shall be delivered by CONTRACTOR to DISTRICT through ARCHITECT within ten (10) calendar days following CONTRACTOR's receipt of notification of the award of the Contract for the Project and before any Work is performed by any Subcontractor on the Project. The failure by or refusal of a Subcontractor to comply with this requirement may result in that Subcontractor's substitution consistent with Public Contract Code sections 4108(b) and 4107(a)(4). All contractors bidding on the Project must specify this requirement



for Subcontractor bonds in their written or published request for Subcontractor bids. Failure of a CONTRACTOR to comply with this requirement may result in CONTRACTOR's bid being deemed non-responsive and the forfeiture to DISTRICT of CONTRACTOR's bid security. The practice of issuing separate purchase orders and/or subcontracts for the purpose of circumventing the Subcontractor bonding requirement shall not serve to exempt CONTRACTOR from these requirements.

If the box to the left is marked, DISTRICT, pursuant to Public Contract Code section 7201(b)(4) and (5), has at a properly noticed and normally scheduled public hearing, determined that the Project is substantially complex and therefore requires, consistent with Article 59, paragraphs (a) and (o) of the Project General Conditions, that ten percent (10%) in retention proceeds be withheld from any payment by DISTRICT to CONTRACTOR. The finding that the Project is substantially complex and constitutes a unique project not regularly, customarily, or routinely performed by DISTRICT or licensed contractors is because:

Each Bidder is encouraged to and is expected to exercise due diligence to comply with the provisions of California Public Contract Code section 10115 et seq., California Military and Veterans Code section 999 et seq., and California Code of Regulations, Title 2, section 1896.60 et seq., which require all applicable contracts to satisfy state wide participation goals of not less than three percent (3%) for disabled veteran business enterprises ("DVBE"). In accordance with Education Code sections 17076.11, 100615, 100815, 101011 and 101121, DISTRICT has a participation goal for DVBEs of at least three percent (3%) per year of the overall dollar amount of funds allocated to DISTRICT by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998, the Kindergarten-University Education Facilities Bond Act of 2002, 2004 and 2006 and the Kindergarten Through Community College Public Education Bond Act of 2016 for construction and modernization and expended each year by DISTRICT.

"Disabled Veteran Business Enterprise contractor, subcontractor, or supplier" means any person or entity that has been certified by the Department of General Services Office of Small Business and Disabled Veteran Business Enterprise Services and that performs a "commercially useful function," in providing services or goods that contribute to the fulfillment of the Contract requirements.

1. A person or an entity is deemed to perform a "commercially useful function" if a person or entity does all of the following:

- (a) Is responsible for the execution of a distinct element of the Work of the Contract.
- (b) Carries out the obligation by actually performing, managing, or supervising the Work involved.
- (c) Performs work that is normal for its business services and functions.



- (d) Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.
- (e) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

2. A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

"Disabled veteran" means a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts ("Old Scouts"), and the Special Philippine Scouts ("New Scouts"), who has at least a 10 percent service-connected disability and who is domiciled in the State of California.

"Disabled veteran business enterprise" means a business certified by the Department of General Services' Office of Small Business and Disabled Veteran Business Enterprise Services as meeting all of the following requirements:

1. It is a sole proprietorship at least 51 percent owned by one or more disabled veterans or, in the case of a publicly owned business, at least 51 percent of its stock is unconditionally owned by one or more disabled veterans; a subsidiary that is wholly owned by a parent corporation, but only if at least 51 percent of the voting stock of the parent corporation is unconditionally owned by one or more disabled veterans; or a joint venture in which at least 51 percent of the joint venture's management and control and earnings are held by one or more disabled veterans.

2. The management and control of the daily business operations are by one or more disabled veterans. The disabled veterans who exercise management and control are not required to be the same disabled veterans as the owners of the business.

3. It is a sole proprietorship, corporation, or partnership with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign-based business.

Pursuant to Public Contract Code section 10115.9, a limited liability company may be certified as a disabled veteran business enterprise if the limited liability company is wholly owned by one or more disabled veterans.

Bidders shall be required to submit to DISTRICT with the Bid Form the completed and executed DVBE Participation Goal Compliance form. The successful Bidder shall also be required to submit to DISTRICT, within (a) five (5) calendar days following the date in which bids for the Project are received, opened and the apparent low Bidder declared, or (b) two (2) calendar days prior to the scheduled award of the Project, whichever is sooner, the appropriate documentation using the DVBE



Compliance Forms included as part of the Contract Documents for the Project, including, but not limited to, proof of publication if satisfying the good faith effort requirement (unless goal is met), and identifying the amount to be paid to DVBEs in conjunction with the Agreement, so that DISTRICT can assess its success in meeting the three percent (3%) goal.

If the DVBE Compliance Forms specify that CONTRACTOR will meet DISTRICT's DVBE participation goal for the Project, prior to, and as a condition precedent for final payment under the Agreement for the Project, CONTRACTOR shall certify to DISTRICT, using the certification form included with the DVBE Compliance Forms, (1) the total amount CONTRACTOR received under the Contract, (2) the name and address of the DVBE that participated in the performance of the Contract, (3) the amount each DVBE received from CONTRACTOR, and (4) that all payments under the Contract have been made to the DVBE.

All submittals will be received at the DISTRICT's office, stamped with date and time, and will remain unopened until the time of the Bid Opening.

Each Formal Bid shall be accompanied by an **original/hard copy** of either the certified or cashier's check, or bid bond executed by an admitted surety insurer, as defined in California Code of Civil Procedure section 995.120, in an amount not less than ten percent (10%) of the total bid price, payable to DISTRICT as a guarantee that Bidder, if its proposal is accepted, shall promptly execute the Agreement, furnish a satisfactory Performance Bond in an amount not less than one hundred percent (100%) of the total bid price, furnish a Payment Bond in an amount not less than one hundred percent (100%) of the total bid price, and furnish certificates evidencing that the required insurance is in effect in the amounts set forth in the General Conditions. In the event the successful Bidder fails to enter into the Contract and execute the required documents, such bid security will be forfeited. The Performance Bond shall remain in full force and effect through the guarantee period as specified in the General Conditions. **The bid security shall be submitted to the DISTRICT in a sealed envelope no later than the scheduled bid due date and time.**

Each Bid shall be accompanied by a statement of Bidder's experience in the form of the Information Required of Bidder form set forth in the Contract Documents.

DISTRICT reserves the right to extend the bid closing date or to waive any irregularities or informalities in any bids or in the bidding. DISTRICT also reserves the right to reject any or all bids, if DISTRICT, prior to rejecting all bids and declaring that the Project can be more economically performed by its own employees, furnishes a written notice to an apparent low bidder. (Public Contract Code section 22038(a).) If a contract is awarded, it shall be awarded to the lowest responsible bidder. If two (2) or more identical low bids are received from responsible Bidders, DISTRICT may accept the one it chooses. (Public Contract Code section 22038(b).)

No specifications for bids in connection with the letting of contracts for the construction, alteration, or repair of public works shall be drafted (1) in a manner that limits the bidding, directly or indirectly, to any one specific concern, or (2) calling for a designated material, product, thing, or service by specific brand or trade name unless the specification is followed by the words "or equal" so



that Bidders may furnish any equal material, product, thing, or service. In applying this section, DISTRICT shall, if aware of an equal product manufactured in California, name such product in the specification. Bidder proposed substitutions must be submitted to DISTRICT by **no later than 2:00 PM on Friday, February 13, 2026**. DISTRICT shall evaluate the proposed substitution and inform bidder of the outcome before the bid submission deadline. Any substitutions related to any equipment or materials must include specifications equal to the DISTRICT's specified products and, if requested to do so, a sample of the item(s) proposed at no cost or obligation to DISTRICT for the purpose of testing and evaluation.

Pursuant to Public Contract Code section 3400(c), in the event DISTRICT makes a finding below that a particular material, product, thing, or service is designated by a specific brand or trade name in order to (a) match other products in use on a particular public improvement either completed or in the course of completion, or (b) obtain a necessary item that is only available from one source, DISTRICT shall not be required to comply with the provisions of the preceding paragraph.

As required by Sections 1770, 1771, and 1773 of the California Labor Code, the Director of the Department of Industrial Relations has determined the general prevailing rates of wages in the locality in which the Work is to be performed. Copies of these wage rate determinations, entitled PREVAILING WAGE SCALE, are maintained at DISTRICT's office and are available to any interested party upon request. They are also available from the Director of the Department of Industrial Relations at <http://www.dir.ca.gov/oprl>. CONTRACTOR shall post a copy of such document at each job site. CONTRACTOR and any Subcontractor under it shall pay not less than the specified prevailing rates of wages to all Workers employed in the execution of the Contract. Electronic certified payroll records will be required to be submitted to the California Labor Commissioner at least monthly, pursuant to California Labor Code section 1771.4(a)(3)(A). In addition, pursuant to California Labor Code section 1776(b)(2), a certified copy of all payroll records shall be made available for inspection or furnished upon request to the Division of Labor Standards Enforcement of the Department of Industrial Relations. The Department of Industrial Relations shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

Each Bidder agrees that if its bid is accepted, it shall comply with all prevailing wage laws, regulations, and requirements regarding the enforcement of the payment of such prevailing wages by the Public Works Unit of the Division of Labor Standards Enforcement of the Department of Industrial Relations, notwithstanding California Code of Regulations, Title 8, Section 16460. In bidding on this Project, it shall be Bidder's sole responsibility to evaluate and include in its Bid the cost of complying with all applicable labor compliance requirements. The Labor Commissioner shall review the payroll records to verify compliance with the prevailing wage requirements and shall conduct audits as it deems necessary. If the payroll records are delinquent or inadequate, DISTRICT shall withhold Contract payments as directed by the Labor Commissioner. Additionally, if, after an investigation, it is established that an underpayment occurred, DISTRICT shall withhold Contract payments equal to the amount of underpayment and applicable penalties, as directed by the Labor Commissioner.



No Bidder may withdraw its bid for a period of either (a) ninety (90) Days after the date set for the opening of bids, or (b) sixty (60) Days after the date of the award, whichever date shall occur first. In the event DISTRICT should request an extension of the above-stated deadline, such extension shall also include the extension of the duration of the bid security.

A Payment Bond and a Performance Bond shall be required prior to execution of the Contract and shall be in the form set forth in the Contract Documents.

Pursuant to Section 22300 of the Public Contract Code, the successful Bidder is permitted to substitute securities for any moneys withheld by DISTRICT to ensure performance under the Contract. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with DISTRICT, or with a state or federally chartered bank as the Escrow Agent, who shall then pay such moneys to CONTRACTOR. Upon satisfactory completion of the Contract, the securities shall be returned to CONTRACTOR. Alternatively, the successful Bidder may request and DISTRICT shall make payment of retention earned directly to the Escrow Agent at the expense of the successful Bidder.

Each bid submitted in response to this Notice shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable Safety Orders.

Consistent with the requirements of the federal Clean Water Act, the Project is subject to storm water pollution prevention requirements, which may include the implementation of a Storm Water Pollution Prevention Plan and/or implementation of local Storm Water Requirements, which prohibit the discharge of pollutants from the Project site. Bidders will be required to submit, with their bid, the Storm Water Pollution Prevention Certification included with the bid package, which must be signed by Bidder under penalty of perjury and notarized.

Governing Board of the
BONITA UNIFIED SCHOOL DISTRICT

By: _____
Sonia Gomez Eckley
Assistant Superintendent, Business Services



INFORMATION FOR BIDDERS

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

1. CUPCCAA

The Bonita Unified School District (“DISTRICT”) has elected to become subject to the alternative bidding procedures set forth in the California Uniform Public Construction Cost Accounting Act (“CUPCCAA”), Public Contract Code section 22000 et seq., with respect to public projects, as that term is defined in Public Contract Code section 22002(c). This Project is subject to CUPCCAA’s formal bidding procedures per Public Contract Code section 22032(b). The contract will be awarded and/or the bids rejected in accordance with CUPCCAA.

2. Overview of the District

The Bonita Unified School District is located in the City of San Dimas and is part of the Los Angeles County Office of Education. The DISTRICT consists of eight elementary schools, two middle schools, and three high schools. The DISTRICT serves 10,000 students in the diverse communities of San Dimas and La Verne. The DISTRICT’S administrative offices are located at 115 W. Allen Avenue, San Dimas, CA 91773. In addition, other DISTRICT support services are located at 125 W. Allen Avenue, San Dimas, CA 91773.

The DISTRICT is financed primarily by Federal and State monies. The DISTRICT also administers specially funded projects, grants, and contracts with various federal, state, and private agencies.

3. Preparation of Bid Form

The DISTRICT invites bids on the form attached to be submitted at the time and place stated in the Notice to Contractors Calling for Formal Bids. Bids shall be submitted on the prescribed Bid Form, completed in full. All bid items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. Prices, wording and notations must be typewritten. Erasures or other changes shall be noted over by signature of Bidder.

4. Form and Delivery of Bids

The bid shall be made on the bidding schedule provided, and the complete bid, together with any and all additional materials as required by the Contract Documents, as defined in the Agreement



and General Conditions, shall be submitted **to the District office located at 115 W. Allen Ave, San Dimas, CA 91773. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above.** In accordance with Government Code section 53068 and Public Contract Code section 4104.5, any bid received after the scheduled closing time for receipt of bids or after any extension due to material changes shall be returned to Bidder unopened. **At the time set forth in the Notice to Contractors Calling for Formal Bids for the opening of bids, the bids will be un-sealed and read aloud at the designated location.**

Note: No Contractor or Subcontractor may be listed on the Bid Form or Designation of Subcontractors Form unless registered with the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

5. Mandatory Pre-Bid Conference and Job Walk

Bidders are invited to attend a **mandatory** pre-bid conference and job walk will be held 9:00 a.m. on Thursday, February 12, 2026 at Bonita High School located at 3102 D St, La Verne, CA 91750, at the front office, for the purposes of discussing the bid documents, answering any questions generated by those in attendance, and viewing the site. **All attendees must check-in at the front office, providing a valid, government issued driver's license or other photo I.D., to obtain a guest badge prior to attending the conference and job walk. Attendees shall be required to sign an attendance list to be provided and attend the entire pre-bid conference and job walk.** There will be no exceptions.

After the mandatory pre-bid conference and job walk, all questions must be submitted in writing by emailing Maria S. Moreno, Director, Purchasing, at Moreno@bonita.k12.ca.us by **no later than 2:00 PM on Friday, February 13, 2026.** Questions received after this deadline may not be answered.

6. Bid Security/Delivery of Documents

Each bid shall be accompanied by an **original/hard copy of a** certified or cashier's check or bid bond issued by an admitted surety insurer, as defined in Civil Procedure Code section 995.120, in the amount of not less than ten percent (10%) of the total bid amount stated in the bid. Said check or bond shall be made payable to DISTRICT and shall be given as a guarantee that Bidder, if awarded the Contract, shall, within ten (10) calendar days of receiving notice of award of the Contract, unless otherwise directed in writing by DISTRICT, provide to DISTRICT, on the prescribed forms, those documents listed in the Bid Form. In case of refusal or failure to enter into the Agreement or return the documents as required by DISTRICT, the check or bid bond, as the case may be, shall be forfeited to DISTRICT and DISTRICT may in its discretion either award the Contract to the second lowest responsible Bidder or reject all bids. If Bidder elects to furnish a bid bond as its bid security, Bidder shall use the Bid Bond form included herein. **Said check or**



an original ink signature copy of said bond shall be submitted to the DISTRICT in a sealed envelope no later than the scheduled bid due date and time.

7. Signature

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

8. Modifications

Changes in or additions to the Bid Form, recapitulations of the Work bid upon, alternative proposals, or any other modification of the Bid Form which is not specifically called for in the Contract Documents may result in DISTRICT’s rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid submitted will be considered.

9. Erasures, Inconsistent or Illegible Bids

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

10. Examination of Site and Contract Documents

At its own expense and prior to submitting its bid, each Bidder shall examine the Contract Documents; visit the site and determine the local conditions which may in any way affect the performance of the Work, including the prevailing wages and other relevant cost factors; familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes



affecting the performance of the Work, including the cost of permits and licenses required for the Work; make such surveys and investigations, including investigation of subsurface or latent physical conditions at the site; determine the character, quality, and quantities of the Work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with the requirements of the Contract Documents. The Contract Documents show and describe the existing conditions as they are believed to have been used in the design of the Work. DISTRICT shall not be liable for any loss sustained by CONTRACTOR resulting from any variance between the conditions and design data given in the Contract Documents and the actual conditions revealed during Bidder's examination or during the progress of the Work. The failure or omission of any Bidder to receive or examine any Contract document, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall in no way relieve any Bidder from any obligation with respect to his bid or to the Contract. **The submission of a bid shall be incontrovertible evidence that Bidder has complied with all the requirements of this provision of the Information for Bidders.** Bidders shall not at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of Work to be done.

11. Substitutions for Specified Items

Whenever in these specifications any equipment or material is indicated or specified by patent or propriety name or by the name of a manufacturer, such specifications shall be deemed to be used for the purpose of facilitating description of the equipment or materials desired and shall be deemed to be followed by the words "or equal". Bidders may propose equipment or materials equal to those specified herein, but must furnish complete specifications of each item and, if requested to do so, a sample of the item(s) proposed at no cost or obligation to the DISTRICT for the purposes of testing and evaluation. DISTRICT will notify Bidder whether the requested substitution has been approved as an "equal or equivalent" to the specified equipment or material. If not consumed or destroyed in such testing, the sample will be returned to the bidder after award of bid is made. If a substitute has been indicated but rejected by the DISTRICT as not being an "equal," Bidder agrees that by submitting its bid, Bidder shall provide the specified equipment or material. Unless an alternate make and model is indicated in the space provided, it is agreeing all items proposed are as named in the specifications. Substitution of equipment or materials after the award will not be permitted. Bidder proposed substitutions must be submitted to DISTRICT by **no later than 2:00 PM on Friday, February 13, 2026.**

12. Withdrawal of Bids

Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. All requests for bid withdrawal must be accompanied with a power-of-attorney or other proof acceptable to DISTRICT which authorizes the individual requesting the bid withdrawal to so act on behalf of Bidder. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this section, shall be returned on demand therefor. Any request to withdraw a bid after bid opening shall be submitted



in writing and in accordance with all requirements of Public Contract Code section 5100 et seq. As specified in the Notice to Contractors Calling for Formal Bids, no Bidder may withdraw its bid for a period of either (a) ninety (90) Days after the date set for the opening of bids, or (b) sixty 60 Days after the date of the award, whichever date shall occur first.

13. Bid Protests

Any protest against the award of a contract pursuant to this bid must be received, in writing, within five (5) calendar days after bid opening. DISTRICT shall not be obligated to consider protests received after the above-specified deadline. All protests must be in writing and submitted to Maria Moreno, Director, Purchasing. Mailed letters of protest are to be addressed to the BONITA UNIFIED SCHOOL DISTRICT, 115 W. Allen Avenue, San Dimas, CA, 91773 and marked to the attention of the Director, Purchasing.

In order for a bidder's protest to be considered valid, the protest must:

- a. Be filed timely and in writing as detailed in this Paragraph.
- b. Clearly identify in detail the specific issues related to the bid protest.
- c. Clearly identify in detail the specific DISTRICT Staff/Board recommendation or action being protested.
- d. Clearly identify in detail the specific grounds of the protest and the facts supporting the particular protest.
- e. Include all relevant and supporting documentation with the protest at the time of filing.

Prior to a protest being considered valid, DISTRICT shall review the basis of the protest along with all relevant information and documents and will provide the protesting bidder a written decision. If the bid protest does not comply with each and every one of the requirements set forth above, it will be rejected as invalid.

14. Agreements and Bonds

The Agreement form which the successful Bidder, as CONTRACTOR, will be required to execute, and the form of the payment bond which such CONTRACTOR will be required to furnish in accordance with Civil Code section 9550 prior to execution of the Agreement, are included in the Contract Documents and should be carefully examined by Bidder. Unless otherwise specified in the Special Conditions, if any, the payment bond shall be in the amount of one hundred percent (100%) of the amount of the Contract. CONTRACTOR will also be required to furnish a performance bond in the amount of one hundred percent (100%) of the amount of the Contract and in the form included in the Contract Documents, and Certificates of Insurance as required in the



Contract, all prior to execution of the Agreement. The payment and performance bonds must be executed by an admitted surety insurer.

15. Failure to Provide Evidence of Insurance, Post Security, or Execute Contract

In the event the bidder to whom the Notice of Intent to Award a Contract is given, fails or refuses to provide the certificates of insurance, required bonds, or return properly executed copies of the contract within ten (10) calendar days from the date of receiving said notice, DISTRICT may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to enter into the contract, and may award the bid to the next lowest responsive and responsible bidder, or may call for new bids.

16. Insurance

The successful bidder shall, upon receipt of the Notice of Intent to Award a Contract and within ten (10) calendar days, provide DISTRICT with insurance endorsements evidencing insurance coverage and further indicating that the successful bidder's policies have been endorsed to name the "BONITA UNIFIED SCHOOL DISTRICT" as an additional insured. The endorsements shall further provide the "Successful bidder's policy is primary over any insurance carried by DISTRICT and that the policy will not be cancelled or materially changed without 30 calendar days prior written notice" being given to DISTRICT's Purchasing Department. During the term of the contract, the successful bidder shall, at its own cost and expense, maintain the following types of insurance:

Commercial General Liability Coverage, "occurrence" form only, to include bodily injury and property damage for premises and operations, contractual liability, independent contractors, personal and advertising injury, and wrongful termination with a combined single limit not less than \$1,000,000 per occurrence and an annual general aggregate limit not less than \$2,000,000. The policy shall be endorsed to name DISTRICT, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insured.

Business Automobile Liability Coverage with limits as required by the State of California. Insurance Covering Special Hazards: Automotive and truck were operated in amounts as above. Material hoist were used in amounts as above.

17. Interpretation of Plans and Documents

If any prospective Bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions from, the Drawings and Specifications, a written request for an interpretation or correction thereof may be submitted to ARCHITECT. Bidder submitting the request shall be responsible for its prompt delivery. In case of disagreement or conflict between or within standards, Specifications, and Drawings, the more stringent, higher quality and greater quantity of work shall be included in the bid. Any interpretation or correction of the Contract



Documents will be made solely at DISTRICT's discretion and only by written addendum duly issued by ARCHITECT and approved by DISTRICT, and a copy of such addendum will be hand delivered, mailed, e-mailed or faxed to each Bidder known to have received a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on DISTRICT. Requests for clarification or explanation should be submitted to ARCHITECT no later than the seventh calendar day preceding the date set for submission of bids. If discrepancies on Drawings, or in Specifications, or conflicts between Drawings and Specifications are not covered by addenda, Bidder shall include in the bid the method of construction and materials resulting in the higher bid. Bidder shall become familiar with the Plans, Specifications and Drawings. SUBMITTAL OF A BID WITHOUT CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT BIDDER HAS DETERMINED THAT THE PLANS, SPECIFICATIONS AND DRAWINGS ARE SUFFICIENT FOR BIDDING AND COMPLETING THE JOB; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE JOB IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND DRAWINGS; AND THAT THE PLANS, SPECIFICATIONS AND DRAWINGS FALL WITHIN AN ACCEPTABLE STANDARD FOR PLANS, SPECIFICATIONS AND DRAWINGS.

18. Addenda and Questions

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

- a. Addenda issued during time of bidding shall be posted on the DISTRICT's website at <https://do.bonita.k12.ca.us/District/Business-Services/Purchasing> by Tuesday, February 17, 2026 and shall be made a part of the Contract. Bidder shall list in the Bid Form each addendum posted, if any.
- b. Addenda will be prepared and issued to Bidders at the option of ARCHITECT.
- c. In the event a material change is made by addendum within 72 hours prior to the bid deadline, the date and time to submit bids will be extended by at least 72 hours.
- d. Bidders shall be responsible for confirming they are in receipt of all addenda.
- e. Bidders having any questions on the Project Documents shall submit their questions to Maria S. Moreno, Director, Purchasing, by email no later than 2:00 p.m. on Friday, February 13, 2026 addressed to Moreno@bonita.k12.ca.us.

19. Bidders Interested in More Than One Bid

No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. If alternate bids are not called for and if DISTRICT has reasonable grounds for believing that any Bidder is interested in



more than one proposal for the Work, it will be cause for rejecting all proposals in which such Bidder is interested and Bidder will forfeit its bid security to DISTRICT. A person, firm, or corporation that has submitted a subproposal 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, but is then prohibited from making a prime proposal.

20. Evidence of Responsibility

The bidder shall provide the names of at least three (3) references for whom similar services were provided during the previous five (5) years and shall identify the dollar amount of that service(s), to be submitted with the bid, on the form included as part of these bid documents. Upon the request of DISTRICT, a bidder whose bid is under consideration for award of a contract shall promptly submit satisfactory evidence showing the bidder's financial resources, service/trade experience, legal structure, organization chart, key management personnel, list of service employees in the journeyman, apprentice and labor levels, major equipment inventory, tax payer identification (if not already provided for in the bid form) and plant facilities available for the performance of the contract.

21. Award of Contract

DISTRICT reserves the right to extend the bid closing date or to waive any irregularities or informalities in any bids or in the bidding. DISTRICT also reserves the right to reject any or all bids, if DISTRICT, prior to rejecting all bids and declaring that the Project can be more economically performed by its own employees, furnishes a written notice to an apparent low Bidder. (Public Contract Code section 22038(a).) If a Contract is awarded, it shall be awarded to the lowest responsible Bidder. If two (2) or more identical low bids are received from responsible Bidders, DISTRICT may accept the one it chooses. (Public Contract Code section 22038(b).) The award of the Contract, if made by DISTRICT, will be by action of the governing board. In the event an award is made to a Bidder and such Bidder fails or refuses to execute the Agreement and provide the required documents within ten (10) calendar days after notification of the award of the Contract to Bidder, DISTRICT may award the Contract to the next lowest Bidder or release all Bidders. **Each bid must conform and be responsive to the Contract Documents.**

Note: No Contractor or Subcontractor may be awarded a contract for any portion of the Work unless registered with DIR pursuant to Labor Code section 1725.5.

DISTRICT RESERVES THE RIGHT TO VERIFY ALL CALCULATIONS SUBMITTED. IF THERE IS ANY DISCREPANCY BETWEEN THE COST LISTED AND DISTRICT'S CALCULATIONS, DISTRICT'S CALCULATIONS SHALL TAKE PRECEDENCE.

22. Alternates

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



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

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

23. Competency of Bidders

In selecting the lowest responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of Bidder for the performance of the Work covered by the bid. Each Bidder agrees that, if its bid is accepted, it shall provide a minimum of 25% in-house labor and submit a list identifying the tasks to be performed by in-house staff. By submitting a bid, each Bidder agrees that DISTRICT, in determining the successful Bidder and its eligibility for the award, may consider Bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect Bidder's performance of the Work. To this end, each bid shall be supported by a statement of Bidder's experience as of the recent date on the form entitled "INFORMATION REQUIRED OF BIDDER," bound herein.

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



do the Work in accordance with the Contract Documents to DISTRICT's satisfaction within the prescribed time; and DISTRICT reserves the right to reject the bid of any Bidder who does not pass any such evaluation to the satisfaction of DISTRICT. No bid for the Work will be accepted from a contractor who is not licensed in accordance with applicable State law or from a contractor who lists subcontractors who are not licensed in accordance with applicable State law.

24. Listing Subcontractors

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

Each Bidder bidding this Work shall require, pursuant to Public Contract Code section 4108, all Subcontractors providing labor and materials in excess of \$50,000 to supply an original signature and fully executed 100% Faithful Performance Bond and 100% Payment Bond. All such Subcontractor bonds shall be delivered by the successful Bidder to DISTRICT through ARCHITECT within ten (10) calendar days following the successful Bidder's receipt of notification of the award of the Contract for the Project. The failure by or refusal of a Subcontractor to comply with this requirement may result in that Subcontractor's substitution consistent with Public Contract Code sections 4108(b) and 4107(a)(4). Each Bidder bidding on the Project must specify this requirement for Subcontractor bonds in its written or published request for Subcontractor bids. Failure of a Bidder to comply with this requirement may result in Bidder's bid being deemed non-responsive and the forfeiture to DISTRICT of Bidder's bid security.

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



No payments, except for a reimbursement payment to the successful Bidder for the cost of the successful Bidder's own Faithful Performance Bond and Payment Bond, shall be made to the successful Bidder until the successful Bidder provides the aforementioned Subcontractor bonds to DISTRICT.

25. Workers' Compensation

In accordance with the provisions of Section 3700 of the Labor Code, the successful Bidder, as CONTRACTOR, shall secure the payment of compensation to all employees. CONTRACTOR shall sign and file with DISTRICT the following certificate when it submits the Agreement to DISTRICT: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of the Contract." The form of such certificate is included as a part of the Contract Documents.

26. Contractor's License

To perform the Work required by this notice, CONTRACTOR must be registered with DIR, possess a **B (General Contractor), C12 (Paving Contractor), and C61/D12 (Specialty/Synthetic Surface)**, contractor shall provide a minimum of 25% in-house labor and submit a list identifying the tasks to be performed by in-house staff, and CONTRACTOR must maintain the license throughout the duration of the Contract and the warranty period. If, at the time the bids are opened, Bidder is not registered with DIR and licensed to perform the Project in accordance with Division 3, Chapter 9 of the Business and Professions Code of the State of California and the Notice to Contractors Calling for Formal Bids, such bid will be rejected as non-responsive (Public Contract Code section 3300). Pursuant to Business and Professions Code section 7028.15, no payment shall be made for Work or materials under the Contract unless and until the Registrar of Contractors verifies to DISTRICT that Bidder was properly licensed at the time the bid was submitted. Any Bidder not so licensed is subject to penalties under the law and the Contract will be considered void and DISTRICT shall have the right to bring an action against the unlicensed Bidder awarded the Contract for recovery of all compensation paid under the Contract (Business and Professions Code section 7031(b)). If the license classification specified hereinafter is that of a "specialty contractor" as defined in Section 7058 of the Business and Professions Code, the specialty contractor awarded the Contract for his Work shall construct a majority of the Work, in accordance with the provisions of Business and Professions Code section 7059. **Bidder may not use the contractor license of a third party for this bid.** CONTRACTOR and its Subcontractors must have the required valid licenses at the time the bid is submitted and must maintain the licenses throughout the duration of the Contract and warranty period.

27. Inspection and Acceptance

All items provided under this bid and under the contract shall meet or exceed the bid specifications and shall comply with all Federal and California State laws governing their



production, handling, processing, labeling, and distribution. Inspection and acceptance of all items shall be at DESTINATION. Items found to be defective or not in accordance with the bid specifications shall be replaced by the bidder, at no cost to DISTRICT. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provisions of these instructions.

28. Quality Assurance

By random inspection, if it is determined by DISTRICT that the equipment/items are not in compliance with the specifications, the successful bidder shall replace, at no cost, any equipment/item that may be rejected.

29. Disabled Veteran Business Enterprises

Each Bidder must comply with the provisions of California Public Contract Code section 10115 et seq. and California Military and Veterans Code section 999 et seq. which require all applicable contracts to satisfy statewide participation goals of not less than three percent (3%) for disabled veteran business enterprises (“DVBE”). In accordance with Education Code sections 17070.41, 17076.11, 100615, 100815, and 101011, DISTRICT has a participation goal for DVBEs of at least three percent (3%) per year of the overall dollar amount of funds allocated to DISTRICT by the State Allocation Board (“SAB”) and expended each year by DISTRICT pursuant to the Leroy F. Greene School Facilities Act of 1998, the Kindergarten-University Public Education Facilities Bond Act of 2002, 2004 and 2006, and Kindergarten Through Community College Public Education Facilities Bond Act of 2016 for construction and modernization projects. Each Bidder is encouraged and is expected to exercise due diligence to meet the aforementioned three percent (3%) participation goal and requirements for DVBEs established by DISTRICT and the SAB, or make a good faith effort with respect thereto, in accordance with the provisions described in this section and the DVBE Compliance Forms which are included in the Contract Documents for the Project. Bidders may obtain additional information from the Department of General Services Office of Small Business and Disabled Veteran Business Enterprise Services (“SMBUS”) at <http://www.pd.dgs.ca.gov/smbus/default.htm> or (916) 375-4940. Please note that SMBUS is an information resource only, as the DVBE program they administer applies to state contracts but not school district contracts.

Bidders shall be required to submit to DISTRICT with the Bid Form the completed and executed DVBE Participation Goal Compliance form. The successful Bidder shall also be required to submit to DISTRICT, within (a) five (5) calendar days following the date in which bids for the Project are received, opened and the apparent low Bidder declared, or (b) two (2) calendar days prior to the scheduled award of the Project, whichever is sooner, the appropriate documentation using the DVBE Compliance Forms included as part of the Contract Documents for the Project, including, but not limited to, proof of publication if satisfying the good faith effort requirement (unless goal is met), and identifying the amount to be paid to DVBEs in conjunction with the Agreement, so that DISTRICT can assess its success in meeting the three percent (3%) goal.



If the DVBE Compliance Forms specify that CONTRACTOR will meet DISTRICT's DVBE participation goal for the Project, prior to, and as a condition precedent for final payment under the Agreement for the Project, CONTRACTOR shall certify to DISTRICT, using the certification form included with the DVBE Compliance Forms, (1) the total amount CONTRACTOR received under the Contract, (2) the name and address of the DVBE that participated in the performance of the Contract, (3) the amount each DVBE received from CONTRACTOR, and (4) that all payments under the Contract have been made to the DVBE.

30. Anti-Discrimination

It is the policy of DISTRICT that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age, physical disability, mental disability, medical condition, or marital status. CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735. In addition, CONTRACTOR agrees to require like compliance by any Subcontractors employed on the Work by any such CONTRACTOR.

31. Small, Minority and/or Firms Owned, Operated and Controlled by Persons with Disabilities or Disabled Veterans

It is the DISTRICT's desire that small business and firms which are at least fifty-one percent (51%) owned, operated and controlled by women, minorities, persons with disabilities, disabled veterans or firms with effective affirmative action programs shall have the maximum practicable opportunity to participate in the contract awarded to perform the services to be done.

32. Assurance of Compliance with Civil Rights Laws and Americans with Disabilities Act

The Bidder hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Bid or under any project, program, or activity supported by this Bid. The Bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Bidder agrees to require like compliance by any subcontractors employed on the services by him. The Bidder hereby assures that it will comply with the Americans with Disabilities Act of 1990, 42 U.S.C. Sections 12101 et. seq. or as amended, to ensure that disabled individuals shall be reasonably accommodated in accordance with the Act, and the Bidder shall not exclude from participation in, or deny the benefit of, or otherwise subject a disabled individual to discrimination under this Contract, or under any project, program, or activity supported by this bid.



33. Anti-Kickback Act

In the performance of the contract, the Bidder and all subcontractors shall adhere to and comply with all provisions of the Copeland “Anti-Kickback” Act (18 U.S.C. 874) and as supplemented in the Department of Labor regulations (29 CFR Part 3).

34. Work Hours and Safety Standards Act

In the performance of any work order/job under the contract, Bidder shall adhere to and comply with all the provisions of Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and as supplemented in the Department of Labor regulations (29 CFR Part 5).

35. California Public Records Act

All Documents received by DISTRICT, as a public agency, in connection with this bid are subject to the requirements of the California Public Records Act. Bidder shall identify any information contained in the bid that the bidder deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others. Note: A blanket statement that all contents of the bid response are confidential or proprietary cannot be honored by DISTRICT.

36. Hold Harmless

CONTRACTOR shall indemnify and hold harmless DISTRICT, ARCHITECT, and PROJECT INSPECTOR, their officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

a. Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by CONTRACTOR or any person, firm or corporation employed by CONTRACTOR upon or in connection with the Work called for in the Agreement, except for liability resulting from the sole negligence, or willful misconduct of DISTRICT, ARCHITECT, or PROJECT INSPECTOR, their officers, employees, agents or independent contractors who are directly employed by DISTRICT, and except for liability resulting from the active negligence of DISTRICT, ARCHITECT, or PROJECT INSPECTOR.

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



c. Any failure or alleged failure to comply with any provision of law or the Contract Documents.

d. Any dispute between CONTRACTOR and CONTRACTOR's Subcontractors/suppliers/ sureties, including, but not limited to any failure or alleged failure of CONTRACTOR (or any person hired or employed directly or indirectly by CONTRACTOR) to pay any Subcontractor or materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

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

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 DISTRICT, ARCHITECT, or PROJECT INSPECTOR, their officers, agents or employees, or any such claim or liability, and shall pay or satisfy any judgment that may be rendered against DISTRICT, ARCHITECT, or PROJECT INSPECTOR, their officers, agents or employees in any action, suit or other proceedings as a result thereof.

37. Surety Qualifications

All surety companies which are admitted surety insurers, pursuant to California Code of Civil Procedure section 995.120 and comply with the provisions of California Code of Civil Procedure sections 995.630 and 995.660, shall be satisfactory to DISTRICT.

38. Time Period for Completion of the Work and Liquidated Damages

All Work must be completed within the time limits set forth in the Notice to Contractors Calling for Formal Bids. It is agreed that damages for the failure of CONTRACTOR to complete the total Work described herein within the time limits required are impossible to ascertain but that the sum of Five Hundred Dollars (\$500.00) per day is a reasonable estimate. Should the Work not be completed within the specified time for completion, CONTRACTOR shall be liable for liquidated damages, payable to DISTRICT, in an amount of Five Hundred Dollars (\$500.00) for each calendar day of delay in completion.



39. Drug-Free Workplace Certification

Pursuant to Government Code section 8350 et seq., the successful Bidder will be required to execute a Drug-Free Workplace Certificate upon execution of the Agreement. CONTRACTOR will be required to take positive measures outlined in the certificate in order to ensure 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.

40. Required Certifications with Bid Form

All Bidders are required to execute and submit together with the Bid Form, the following certifications:

a. With Bid Form

- 1) Bidder's Noncollusion Declaration, identified herein as Attachment No. 1 to Bid Form as required by Public Contract Code section 7106.
- 2) Site Visit Certification, identified herein as Attachment No. 2 to Bid Form.
- 3) Designation of Subcontractors, identified herein as Attachment No. 3 to Bid Form.
- 4) Certified or Cashier's Check consistent with Section 3 above or Bid Bond, identified herein as Attachment No. 4 to Bid Form.
- 5) Information Required of Bidder, identified herein as Attachment No. 5 to Bid Form.
- 6) Certification of Contractor or Subcontractor DIR Registration, identified herein as Attachment No. 6 to Bid Form.
- 7) DVBE Participation Goal Compliance, identified herein as Attachment No. 7 to Bid Form.
- 8) Bidder's Acknowledgement of Project Schedule, identified herein as Attachment No. 8 to Bid Form.
- 9) Storm Water Pollution Prevention Certification, identified herein as Attachment No. 9 to Bid Form.
- 10) CARB Compliance Certification, identified herein as Attachment No. 10 to Bid Form



- 11) Substitution Request Form, as applicable, identified herein as Attachment No. 11 to Bid Form.
- b. Prior to Award of Bid
 - 1) DVBE Compliance Forms
 - 2) Request for Substitution of Materials, if applicable

41. Required Certifications with Agreement

Concurrent with submission of the Agreement, the successful Bidder shall submit the following documents:

- a. Performance Bond, identified herein as Attachment No. 1 to Agreement.
- b. Payment Bond, identified herein as Attachment No. 2 to Agreement.
- c. Worker's Compensation Certification, identified herein as Attachment No. 3 to Agreement.
- d. Drug-Free Workplace Certification, identified herein as Attachment No. 4 to Agreement.
- e. Conduct Rules for Contractors, identified herein as Attachment No. 5 to Agreement.
- f. Asbestos and Other Hazardous Materials Certification, identified herein as Attachment No. 6 to Agreement.
- g. Lead-Based Paint Certification, identified herein as Attachment No. 7 to Agreement.

Pursuant to the Lead-Safe Schools Protection Act (Education Code section 32240 et seq.) and other applicable law, the successful Bidder will be required to complete a Lead-Based Paint Certification.

- h. Criminal Records Check Certification, identified herein as Attachment No. 8 to Agreement.

If any portion of the Work for the Project is to be performed at an operating school, the successful Bidder and its Subcontractors shall be required to comply with the applicable requirements of Education Code section 45125.2 with respect to fingerprinting of employees who may have contact



with DISTRICT's pupils. The successful Bidder and its Subcontractors will be required to complete the Criminal Records Check Certification Form.

- i. Certification Regarding Alcoholic Beverage and Tobacco-Free Campus Policy, identified herein as Attachment No. 9 to Agreement.

42. Senate Bill 854 Contractor Department of Industrial Relations (DIR) Registration

Contractor and Subcontractor Compliance. Strict compliance with DIR Registration requirements pursuant to Labor Code §1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR Registered at all times during performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents. The Contractor shall not permit or allow any Subcontractor any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements. If any Subcontractor identified in the Contractor's Subcontractors List submitted with the Contractor's bid for the Work is not DIR Registered at the time of opening of bids for the Work or if a Subcontractor's DIR Registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request DISTRICT's consent to substitute the non-DIR Registered Subcontractor pursuant to Labor Code §1771.1(c)(3) and/or Labor Code §1771.1(d).

Certified Payroll Records. In compliance with Labor Code §1771.4 and 1776, it is a material obligation of the Contractor to prepare and submit Certified Payroll Records (CPR) to the Labor Commissioner; and enforcement of CPR preparation and submittal for all Subcontractors of every tier. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to DISTRICT the electronic files or hard copies of all CPRs submitted by the Contractor and/or Subcontractors for the Work pursuant to Labor Code §1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. DISTRICT shall not be obligated to process or disburse any portion of the Contract Price; or shall be deemed in default of DISTRICT's obligations under the Contract Documents unless the Contractor demonstrates strict compliance with CPR preparation and submittal requirements.

43. Prevailing Wages

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. As required by Sections 1770, 1771, and 1773 of the Labor Code, the Director of the Department of Industrial Relations has determined the general prevailing rates of wages in the locality in which the Work is to be performed. Copies of these wage rate determinations, entitled PREVAILING WAGE SCALE, are maintained at DISTRICT's office and are available to any interested party upon request. They are also available from the Director of the Department of



Industrial Relations. CONTRACTOR shall post a copy of such document at each job site. CONTRACTOR shall also post at the job site a notice containing the following language:

This public works project is subject to compliance monitoring and investigative activities by the Public Works Unit of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site in order to enable the Public Works Unit to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on this public works project. These wages are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity that awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this public works project may be filed with the Public Works Unit at any office of the Division of Labor Standards Enforcement.

Local Office Telephone Number: (909) 383-4334

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws. Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc.) as well as the name of the employer, the public entity that awarded the public works contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any Division of Labor Standards Enforcement office. Complaint forms are also available at the Department of Industrial Relations website, at www.dir.ca.gov/dlse/DLSE-Forms.htm.

CONTRACTOR and any Subcontractor under it shall pay not less than the specified prevailing rates of wages to all Workers employed in the execution of the Contract. Electronic certified payroll records will be required to be submitted to the Labor Commissioner in accordance with Labor Code section 1771.4(a)(3). In addition, pursuant to Labor Code section 1776(b)(2), a certified copy of all payroll records shall be made available for inspection or furnished upon request to the Division of Labor Standards Enforcement ("DLSE").

Each Bidder agrees that if its bid is accepted, it shall comply with all prevailing wage laws, regulations, and requirements regarding the enforcement of the payment of such prevailing wages by the Public Works Unit of the DLSE. The DIR shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements. The Labor Commissioner shall review the payroll records to verify compliance with the prevailing wage



requirements and shall conduct audits as it deems necessary. If the payroll records due directly to the Labor Commissioner are delinquent or inadequate, DISTRICT shall withhold Contract payments as directed by the DLSE. Additionally, if after an investigation it is established that an underpayment occurred, DISTRICT shall withhold Contract payments equal to the amount of underpayment and applicable penalties, as directed by the DLSE.

44. Employment of Apprentices

CONTRACTOR and all Subcontractors shall comply with all applicable provisions of the Labor Code including, but not limited to, sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices. CONTRACTOR and all its Subcontractors shall comply with the requirements of said sections, including applicable portions of all subsequent amendments in the employment of apprentices. CONTRACTOR shall have full responsibility for compliance with said Labor Code sections, for all apprenticeable occupations, regardless of any other contractual or employment relationship alleged to exist.

45. Noncollusion Declaration

Public Contract Code section 7106 requires Bidders to submit a declaration of noncollusion with their bids. This form is included with the bid package and must be signed and dated by Bidder under penalty of perjury.

46. Storm Water Pollution Prevention Certification

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. Federal and state laws require DISTRICT and its Contractors to appropriately manage such waters pursuant to the requirements of California State Water Resources Control Board Order Number 2009-0009-DWQ, as amended by Order No. 2010-0014-DWQ, the federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. By submitting a bid, each Bidder acknowledges it has investigated the risk arising from such waters, has prepared its bid accordingly, and assumes any and all risks and liabilities arising therefrom.

Consistent with the requirements of the federal Clean Water Act, the Project is subject to storm water pollution prevention requirements, which may include the implementation of a Storm Water Pollution Prevention Plan and/or implementation of local storm water requirements, which prohibit the discharge of pollutants from the Project site. Bidders shall submit, with their bid, the Storm Water Pollution Prevention Certification included with the bid package, which must be signed by Bidder under penalty of perjury and notarized.

47. Contractor's Certification Regarding Debarment, Suspension or Other Ineligibility (Federal Executive Order 12549):

By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:



- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- b. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 12.2 above, of this certification; and,
- d. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

48. Covenant Against Contingent Fees

The bidder warrants that no person or selling agency has been employed or retained to solicit or secure the contract to be awarded as a result of this bid solicitation upon agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the bidder for the purpose of securing business.

49. No Telephone or Facsimile Availability

No telephone or facsimile machine will be available to Bidders on DISTRICT premises at any time.

END OF SECTION



EXHIBIT A DRAWINGS

(Attached as separate documents)



**EXHIBIT B
SCOPE OF WORK**

(Attached as separate documents)



EXHIBIT C
TECHNICAL CLARIFICATIONS & PROJECT INFORMATION

(Attached as separate documents)



BID FORM

TO: BONITA UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called "DISTRICT":

FROM: _____
(Proper Name of Bidder)

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

Project: **Bonita High School Track Replacement**

Project No: **2025-26-05**

all in strict conformity with the complete Contract, including addenda nos. _____, _____, _____, and _____, posted on DISTRICT'S website for the sum of _____ Dollars (\$_____).

In the spaces above, please provide the Base Bid.

2. Each individual bid term shall be determined from visiting the Project site, reviewing the Plans and Specifications, and all other portions of the Contract Documents, as defined in the Agreement and General Conditions, and shall include all items necessary to complete the Work, including the assumption of all obligations, duties, and responsibilities necessary for the successful completion of the Contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work: tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the Work; and bonds, insurance and submittals; all as per the requirements of the Contract Documents, whether or not expressly listed or designated.



3. **Alternates** (If Applicable). The following amounts shall be added to or deducted from the Base Bid at DISTRICT’s option. Refer to Section _____ of the Project Specification entitled Alternates for description of Work.

- Alternate 1 (Add Deduct) * _____
- Alternate 2 (Add Deduct) * _____
- Alternate 3 (Add Deduct) * _____
- Alternate 4 (Add Deduct) * _____
- Alternate 5 (Add Deduct) * _____

If there is no cost change, insert “zero.”

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

5. **Time for Completion.** The DISTRICT’s Notice to Proceed shall not be issued prior to five (5) Days after award of the Contract, and shall not require that Work be commenced less than forty-eight (48) hours from the date of said Notice.

TIME IS OF THE ESSENCE. AS MORE PARTICULARLY DESCRIBED IN THE AGREEMENT, IF THE WORK IS NOT COMPLETED WITHIN THE CONTRACT TIME SPECIFIED ABOVE PLUS ANY AUTHORIZED EXTENSIONS OF TIME, THEN AS COMPENSATION TO DISTRICT FOR THE LOSS OF THE BENEFICIAL USE OF THE PROJECT DURING THE PERIOD OF THE DELAY, THERE SHALL BE ASSESSED AGAINST THE CONTRACTOR AWARDED THE CONTRACT AS LIQUIDATED DAMAGES, BUT NOT AS A PENALTY, THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH DAY THEREAFTER UNTIL THE DATE THAT PHYSICAL COMPLETION OF THE WORK AND THE PROJECT HAS REACHED COMPLETION.

6. **Notice of Claim.** As required by Article 60 of the General Conditions, if CONTRACTOR should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation out of CONTRACTOR’s control, obligates DISTRICT to pay additional compensation to CONTRACTOR or to grant an extension of time for the completion of the Contract, CONTRACTOR shall notify DISTRICT and ARCHITECT, in writing, of such claim in accordance with the procedure specified in Article 57 of the General Conditions. CONTRACTOR’s failure to notify DISTRICT and ARCHITECT within the specified period shall be deemed a waiver and relinquishment of such a claim against DISTRICT. If such notice is given within the specified time, the procedure for its consideration shall be as stated in Article 60 of the General Conditions. CONTRACTOR hereby acknowledges that it understands this provision and that it will abide by it.



7. **District's Right to Reject Bids.** It is understood that DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Formal Bids.

8. **Noncollusion Declaration.** The required Noncollusion Declaration is hereto attached (Attachment No. 1 to Bid Form).

9. **Site Visit Certification.** The required Site Visit Certification is hereto attached (Attachment No. 2 to Bid Form).

10. **Designation of Subcontractors.** The required Designation of Subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is/are complete and in compliance with the Subletting and Subcontracting Fair Practices Act. (Attachment No. 3 to Bid Form) Bidder understands and acknowledges that all Subcontractors providing goods and services in excess of \$50,000 must be bonded.

11. **Bid Security.** The required bid security is hereto attached (Attachment No. 4 to Bid Form).

12. **Information Required of Bidders.** The Information Required of Bidders is hereto attached (Attachment No. 5 to Bid Form).

13. **Certification of Contractor and Subcontractor DIR Registration.** The required Certification of Contractor and Subcontractor Division of Industrial Relations Registration is hereto attached (Attachment No. 6 to Bid Form).

14. **DVBE Participation Goal Compliance.** The required DVBE Participation Goal Compliance is hereby attached (Attachment No. 7 to Bid Form).

15. **Acknowledgement of Project Schedule.** The required Bidder's Acknowledgement of Project Schedule is hereto attached (Attachment No. 8 to the Bid Form, as applicable).

16. **Storm Water Pollution Prevention Certification.** The required Storm Water Pollution Prevention Certification is hereto attached (Attachment No. 9 to the Bid Form).

17. **CARB Compliance Certification.** The required California Air Resources Board Compliance Certification is hereto attached (Attachment No. 10 to the Bid Form).

18. **DVBE Compliance Forms.** The required DVBE Compliance Forms must be submitted as specified in the Notice to Contractors Calling for Bids.

19. **Substitution Request Form.** The Substitution Request Form, if applicable, is hereto attached.



20. **Execution and Delivery of Agreement.** It is understood and agreed that if written notice of the award of this bid is mailed or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to DISTRICT an Agreement in the form attached hereto in accordance with the bid as accepted, and that the undersigned will also furnish and deliver to DISTRICT the Performance Bond and Payment Bond along with all other documents specified on the last page of this Bid Form, all within the ten (10) calendar days after receipt of notification of award, and that the Work under the Agreement shall be commenced by the undersigned Bidder, if awarded the Contract on the date to be stated in DISTRICT's Notice to Proceed delivered to CONTRACTOR, and shall be completed by CONTRACTOR in the time specified in the Contract Documents.

21. **Notice to Proceed.** DISTRICT may give a Notice to Proceed within ninety (90) Days of the award of the Bid by DISTRICT. Once CONTRACTOR has received the Notice to Proceed, CONTRACTOR shall complete the Work in the time specified in the Agreement. In the event that DISTRICT desires to postpone giving the Notice to Proceed beyond this ninety (90) Day period, it is expressly understood that with reasonable notice to CONTRACTOR, DISTRICT may postpone giving the Notice to Proceed. It is further expressly understood by CONTRACTOR that CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the Notice to Proceed. If CONTRACTOR believes that a postponement will cause a hardship to it, CONTRACTOR may terminate the Contract with written notice to DISTRICT within ten (10) Days after receipt by CONTRACTOR of DISTRICT's Notice of Postponement. It is further understood by CONTRACTOR that in the event that CONTRACTOR terminates the Contract as a result of postponement by DISTRICT, DISTRICT shall only be obligated to pay CONTRACTOR for Work performed by CONTRACTOR at the time of notification of postponement.

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

23. **Principals.** The names of all persons interested in the foregoing proposal as principals are as follows: _____

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state legal name of corporation, also names of the chairman of the board, president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-



partners composing firm; if Bidder or other interested person is an individual, state first and last name in full.)

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

25. **Corporate Standing.** If Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of _____ and that _____, whose title is _____, and _____, whose title is _____, is/are authorized to act for and bind the corporation. See Paragraph 4 of Information for Bidders for additional information.

26. **Forfeit of Bid Security.** It is understood and agreed that, should Bidder fail or refuse to return executed copies of the Agreement, each of the certificates specified in the last page of this Bid Form, Certification of Insurance, and required bonds to DISTRICT within ten (10) calendar days of receiving notice of the award of the Contract to Bidder, the security may be forfeited to DISTRICT as liquidated damages.

27. **License.** The undersigned hereby warrants that Bidder has the appropriate license(s) listed below, in accordance with the act providing for the registration of contractors' License No. _____ Class ____, that such license entitles Bidder to provide the Work; that such license(s) will be in full force and effect throughout the duration of performance under the Agreement; and that any and all Subcontractors to be employed are currently registered with DIR, have appropriate licenses and will have appropriate licenses for the duration of the Agreement.

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

Bidder's California Contractor's

License Number: _____

License expiration date: _____

Name on License: _____

Type of License: _____

28. **Bidder's Examination and Completion of Work.** Bidder declares that he/she has carefully examined the location of the proposed Work, that he/she has examined the Plans, General Conditions of the Contract, Special Conditions of the Contract, and Specifications, and read the accompanying Information for Bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said Work in accordance



with the Plans, General Conditions of the Contract, Special Conditions of the Contract and Specifications, in the time specified in the Project Schedule and in the manner prescribed in the Contract Documents for the unit cost and lump sum amounts set forth in this Bid Form.

29. **Work to be Performed by Bidder.** In submitting this bid, Bidder agrees that if its bid is accepted, it shall perform at least 15% of the total Work under the Contract, exclusive of supervisory and clerical work, and without the services of any Subcontractor. The Work to be performed by Bidder in satisfaction of this requirement is set forth below:

30. **IRCA Compliance.** Bidder hereby certifies that it is, and at all times during the performance of Work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 (“IRCA”) in the hiring of its employees, and Bidder shall indemnify, hold harmless and defend DISTRICT and ARCHITECT against any and all actions, proceedings, penalties or claims arising out of Bidder’s failure to comply strictly with the IRCA.

31. **False Claims.** Bidder is familiar with Government Code section 12650, et seq. and Penal Code section 72 and understands that false claims can lead to imprisonment.

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

The undersigned hereby declares that all of the representations of this bid are true and correct and are made under penalty of perjury under the laws of the State of California and covenants that it has complied with the signature requirements described in Paragraph 7 of the Information for Bidders form.

Name of Corporation/Partnership/Individual

Business Address

By: _____
Signature of President/Partner/Individual

Date: _____

Printed Name and Title

By: _____
Signature of Secretary/Designee/Partner/Bidder

Date: _____



FORMS TO BE SUBMITTED

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

1. Noncollusion Declaration
2. Site Visit Certification
3. Designation of Subcontractors
4. Bid Bond, Certified or Cashier's Check
5. Information Required of Bidders
6. DVBE Participation Goal Compliance
7. Certification of Contractor and Subcontractor DIR Registration
8. Bidder's Acknowledgement of Project Schedule
9. Storm Water Pollution Prevention Certification
10. CARB Compliance Certification
11. DVBE Compliance Forms (to be submitted to DISTRICT within five (5) calendar days of bid opening or two (2) calendar days prior to award of the Project, whichever is sooner)
12. Substitution Request Form, if applicable
13. Any other document required by the Specifications or another document herein

To be Returned with Executed Agreement of Successful Bidder:

1. Performance Bond
2. Payment Bond
3. Worker's Compensation Certification
4. Drug-Free Workplace Certification
5. Conduct Rules for Contractors
6. Asbestos and Other Hazardous Materials Certification
7. Lead-Based Paint Certification
8. Criminal Records Check Certification
9. Certification Regarding Alcoholic Beverage and Tobacco-Free Campus Policy



ATTACHMENT NO. 1 TO BID FORM

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ [Title] of _____ [Firm], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid and has not paid, and will not pay, any person or entity for such purpose.

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

In signing below, bidder covenants that it has complied with the signature requirements described in Section 7 of the Information for Bidders.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20__ [Date], at _____ [City], _____ [State].

Name of Contractor (Print or Type)

Signature

Signature

Print Name

Print Name

Title

Title



ATTACHMENT NO. 2 TO BID FORM

SITE VISIT CERTIFICATION

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

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

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

(Signature of Bidder)

(Type name of Bidder)



ATTACHMENT NO. 3 TO BID FORM

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4, commencing at section 4100, Division 2, Part 1 of the Public Contract Code of the State of California) and any amendments thereof (“Act”), each Bidder shall set forth below: (a) the name, the location of the place of business, the California contractor license number, and the public works contractor registration number of each Subcontractor who will perform work or labor or render service to CONTRACTOR in or about the construction of the Work or improvement to be performed under the Agreement, or a Subcontractor licensed by the State of California who, under subcontract to 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 ($\frac{1}{2}$ %) of CONTRACTOR’s total bid; and (b) the designation of those Subcontractors who will be used by CONTRACTOR to fulfill the disabled veteran business enterprise (“DVBE”) participation goals; and (c) the portion of the Work that will be done by each Subcontractor under the Act. CONTRACTOR shall list only one licensed Subcontractor for each portion of the Work as defined by CONTRACTOR in the bid. The successful CONTRACTOR shall provide DISTRICT within 24 hours from the deadline established for the receipt of bids a complete list of all license numbers, classifications, and expiration dates for all Subcontractors named below.

No CONTRACTOR shall list a Subcontractor for any portion of the Work unless the Subcontractor is registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

If a CONTRACTOR fails to specify a Subcontractor or if a CONTRACTOR specifies more than one Subcontractor for the same portion of Work to be performed under the Agreement in excess of one-half of one percent ($\frac{1}{2}$ %) of CONTRACTOR’s total bid, CONTRACTOR shall be deemed to have agreed that it is fully qualified to perform that portion, and that said CONTRACTOR alone shall perform that portion.

No CONTRACTOR whose bid is accepted shall: (a) substitute any Subcontractor; (b) permit any Subcontractor to be voluntarily assigned or transferred or allow the Work to be performed by anyone other than the original Subcontractor listed in the original bid; or (c) sublet or subcontract any portion of the Work in excess of one-half of one percent ($\frac{1}{2}$ %) of CONTRACTOR’s total bid as to which the original bid did not designate a Subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the Work in excess of one-half of one percent ($\frac{1}{2}$ %) of CONTRACTOR’s total bid as to which no Subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public



record of the authority awarding the Contract(s) setting forth the facts constituting the emergency or necessity.

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

CONTRACTORS bidding this work shall require, pursuant to Public Contract Code section 4108, all Subcontractors providing labor and materials in excess of \$50,000 to supply an original signature and fully executed 100% Faithful Performance and 100% Payment Bond. All such Subcontractor bonds shall be delivered by CONTRACTOR to DISTRICT through ARCHITECT within ten (10) calendar days following CONTRACTOR's receipt of notification of the award of the Contract(s) for the Project. The failure by or refusal of a Subcontractor to comply with this requirement may result in that Subcontractor's substitution consistent with Public Contract Code sections 4108(b) and 4107(a)(4). All CONTRACTORS bidding on the Project must specify this requirement for Subcontractor bonds in their written or published request for Subcontractor bids. Failure of a CONTRACTOR to comply with this requirement may result in CONTRACTOR's bid being deemed non-responsive and the forfeiture to DISTRICT of CONTRACTOR's bid security.

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

No payments, except for a reimbursement payment to CONTRACTOR for the cost of CONTRACTOR's own Faithful Performance and Payment Bonds, shall be made to CONTRACTOR until CONTRACTOR provides the aforementioned Subcontractor bonds to DISTRICT.

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



ATTACHMENT NO. 4 TO BID FORM

BID BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas Principal has submitted to DISTRICT the accompanying bid dated _____, 20__, to enter into an Agreement in writing for the Project known generally as the Bonita High School Track Replacement.

NOW, THEREFORE, if Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening; and if Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to Principal for signature, enter into a written contract with DISTRICT, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such Agreement and give such bonds within the time specified, if Principal shall pay DISTRICT the difference between the amount specified in said bid and the amount for which DISTRICT may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by DISTRICT in again calling for bids, then the above obligation shall be void and of no effect, otherwise said obligation shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement 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 Agreement or the call for bids, or to the Work, or to the Specifications.



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

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

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

In signing below, CONTRACTOR covenants that it has complied with the signature requirements described in Section 7 of the Information for Bidders.

[Signatures follow on next page]

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 these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal of
Principal, if Corporation)

Principal (Proper Name of Corporation)

By: _____

Signature

Title

By: _____

Signature

Title

(Corporate Seal of Surety)

Surety

By: _____
Attorney-in-Fact

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

ATTACHMENT NO. 5 TO BID FORM
INFORMATION REQUIRED OF BIDDER

General Information

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

1. Firm name and address:

2. Contact Name: _____ Telephone: _____

3. Contact's Email: _____ Firm Website: _____

4. Type of firm: (Check one)
Individual ___ Partnership ___ Corporation ___ Joint Venture ___

5. Contractor's License: Primary class _____
License No. _____ Expiration Date _____
Supplemental classifications held, if any, and license number(s) and expiration date(s):

6. Department of Industrial (DIR) Registration No.: _____ Exp. _____

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

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

7. Have you ever been licensed under a different name or different license number? _____
If "Yes," give name and license number. _____

8. If Bidder's organization is a corporation, answer the following:
- a. Date of Incorporation: _____
 - b. State of Incorporation: _____
 - c. President's Name: _____
 - d. Vice-president's Name(s) _____

 - e. Secretary's Name: _____
 - f. Treasurer's Name: _____
9. If Bidder is an individual or a partnership, answer the following:
- a. Date of Organization: _____
 - b. Name and Address of all partners (state whether general or limited partnership):

10. If Bidder's organization is other than a corporation or partnership, describe organization, name principals, and include titles, if any:

11. List other states in which Bidder's organization is legally qualified to do business.

12. What type of work does Bidder normally perform with its own forces? _____

13. Number of years as a contractor in construction work of this type: _____
14. Person who inspected site of the proposed Work for your firm:
Name and Title: _____
Date of Inspection: _____
15. How many years' experience in school construction work has your organization had? ____
(a) as a general contractor? _____

(b) as a subcontractor? _____

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

17. Have you been assessed liquidated damages for any project in the past three years? _____ If "Yes," explain: _____

18. Have you been in litigation on a question relating to your performance on a contract during the past three years? _____ If "Yes," explain, and provide case name and number: _____

19. Have you ever failed to complete a project in the last three years? _____ If so, give name of owner and details:

20. Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation.

21. List the names, addresses and telephone numbers of three Architects or Engineers whose jobs you have worked on in the past three years.

Name	Address	Telephone
_____	_____	() _____
_____	_____	() _____
_____	_____	() _____

22. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of DISTRICT or ARCHITECT? _____ If so, please elaborate. _____

23. Has your firm ever been found to be "non-responsible" by an awarding agency? _____ If

so, please elaborate. _____

24. List Trade References:

25. List Bank References:

26. Name of Bonding Company and Name and Address of Agent:

INFORMATION REQUIRED OF BIDDER

Experience and Technical Qualifications

1. Personnel

Identify the key personnel to be assigned to this Project in a managerial, construction supervision, or engineering capacity.

a. List each person's job title, name, and percent of time to be allocated to the Project:

b. Summarize each person's specialized education:

c. List each person's years of construction experience relevant to the Project:

d. Summarize such experience:

Bidder agrees that personnel named herein will remain on the Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by District.

2. Additional Information

If Bidder believes there is additional information which has not been included in the questionnaire above, and which would assist District in its evaluation of Bidder, it may add that information in a statement here or on an attached sheet, appropriately marked:

INFORMATION REQUIRED OF BIDDER

List of References

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

1. Name of Agency: _____
Agency Address: _____

Contact Person and Telephone/Email: _____
Type of Construction Project: _____

Contract Amount: _____

2. Name of Agency: _____
Agency Address: _____

Contact Person and Telephone/Email: _____
Type of Construction Project: _____

Contract Amount: _____

3. Name of Agency: _____
Agency Address: _____

Contact Person and Telephone/Email: _____
Type of Construction Project: _____

Contract Amount: _____

INFORMATION REQUIRED OF BIDDER

List of Current Projects

[Duplicate page if needed for listing additional current projects]

Project (Include contact name and phone number)	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

INFORMATION REQUIRED OF BIDDER

List of Completed Projects in the Last Three Years

[Duplicate page if needed for listing additional completed projects]

Project (Include contact name and phone number)	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work

INFORMATION REQUIRED OF BIDDER

Verification and Execution

This document shall be executed only by a duly authorized official of Bidder.

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

Signature

Name

Title

ATTACHMENT NO. 6 TO BID FORM

**CERTIFICATION OF CONTRACTOR AND
SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION**

Pursuant to Labor Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial Relations in order to bid on, to be listed in a bid proposal or engage in the performance of any defined public works contract.

I _____ certify that
(Name) (Title)

_____ is currently registered as a contractor with the Department of Industrial Relations (DIR).

Contractor's DIR Registration Number: _____

Expiration Date: _____

Contractor further acknowledges and agrees:

1. Contractor shall maintain continuous DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in its invitation to bid the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at time of bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project within 24 hours of the opening of bids/proposals.
5. Contractor shall substitute any subcontractor with a DIR registered subcontractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above may result in a determination of non-responsiveness and/or default.

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

Signature of Contractor

Date

ATTACHMENT NO. 7 TO BID FORM

DVBE PARTICIPATION GOAL COMPLIANCE

In accordance with Education Code Sections 17076.11, 100615, 100815, 101011 and 101121, the Bonita Unified School District (“DISTRICT”) has established a participation goal for disabled veteran business enterprises (“DVBE”) of three percent (3%), per year, of the overall dollar amount of funds allocated to DISTRICT by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 and Kindergarten-University Public Education Facilities Bond Acts of 2002, 2004 and 2006 and the Kindergarten Through Community College Public Education Facilities Bond Act of 2016 for construction or modernization projects and expended each year by DISTRICT.

The undersigned contractor understands and agrees that for a bid to be considered responsive and subject to award, the low apparent bidder(s) shall provide to DISTRICT within (a) five (5) calendar days following the date in which bids for the **Bonita High School Track Replacement** (“Project”) are received, opened and the apparent low bidder declared, or (b) two (2) calendar days prior to the scheduled award of the Project, whichever is sooner, the appropriate documentation using the DVBE Compliance Forms included as part of the Contract Documents for the Project, including but not limited to proof of publication if satisfying the good faith effort requirement (unless goal is met), and identifying the amount to be paid to DVBEs in conjunction with the Agreement, so that DISTRICT can assess its success in meeting the three percent (3%) goal.

If the DVBE Compliance Forms specify that CONTRACTOR will meet the DVBE participation goal for the Project, prior to, and as a condition precedent for final payment under the Agreement for the Project, CONTRACTOR shall certify to DISTRICT, using the certification form included with the DVBE Compliance Forms, (1) the total amount CONTRACTOR received under the Contract, (2) the name and address of the DVBE that participated in the performance of the Contract, (3) the amount each DVBE received from CONTRACTOR, and (4) that all payments under the Contract have been made to the DVBE.

If CONTRACTOR is a corporation, the legal name of the corporation shall be set forth below together with the signature(s) of the authorized officers or agents as more particularly described in Paragraph 7 of the Information for Bidders; if CONTRACTOR is a partnership or joint venture, the true name of the firm shall be set forth below together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture; if CONTRACTOR is an individual, his/her signature shall be placed below.

Name of Contractor

Signature of Contractor

Signature of Contractor

Printed Name

Printed Name

Its: _____

Its: _____

Date: _____

Date: _____

ATTACHMENT NO. 8 TO BID FORM

BIDDER'S ACKNOWLEDGEMENT OF PROJECT SCHEDULE

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

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

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

ACKNOWLEDGED AND AGREED:

DATE: _____

Contractor

Signature: _____

Name: _____

Title: _____

ATTACHMENT NO. 9 TO BID FORM

STORM WATER POLLUTION PREVENTION CERTIFICATION

The Project is subject to storm water pollution prevention requirements. Such requirements include the preparation and implementation of a Storm Water Pollution Prevention Plan (“SWPPP”) and/or implementation of local storm water requirements, which prohibit the discharge of pollutants from the construction site into the receiving waters of the United States (collectively herein, the “Storm Water Requirements”). The SWPPP, prepared by the District’s consultant, is consistent with the applicable requirements of the National Pollutant Discharge Elimination System General Permit and the applicable local storm water requirements established by the applicable Regional Water Quality Control Board and applicable local jurisdiction(s).

I hereby certify that I have reviewed and fully acquainted myself with the Project’s SWPPP and other Storm Water Requirements as applicable to my scope of work and hereby agree to abide by and implement the terms of the SWPPP and other Storm Water Requirements.

I understand that if DISTRICT is found to have violated a provision of the Storm Water Requirements, it may incur high fines and/or penalties. I understand and agree that if DISTRICT incurs any fines, penalties, or other monetary damages as a result of my non-compliance with the Storm Water Requirements, such amounts, including legal and associated costs, will be deducted from the payments due under my Agreement for the Project.

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

(Signature of Bidder)

(Type name of Bidder)

ATTACHMENT NO. 10 TO BID FORM

CALIFORNIA AIR RESOURCES BOARD (CARB) COMPLIANCE CERTIFICATION

Effective January 1, 2024 and pursuant to Section 2449(i) of Title 13 of the California Code of Regulations, all public agencies in the State of California awarding or entering into a contract for the erection, construction, alteration, repair, removal, or improvement of any public structure, building, road, or any other public lands, property, or improvement of any kind will be required to obtain a valid Certificates of Reported Compliance (“CRC”) from all contractors and subcontractors before awarding a public works project. Complete the form below and submit the CRC if applicable.

Not applicable as no rented or owned “Off-Road Diesel-Fuel vehicles” will be used for work under this Agreement.

“Off-Road Diesel-Fuel vehicles” will be used for work under this Agreement. CONTRACTOR’S CARB compliance certification is attached to this Attachment No. 10.

Contractor:

Signature

Name

Title

Date

For additional information visit <https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-contracting-requirements>

DVBE COMPLIANCE FORMS

Disabled Veteran Business Enterprise

Participation Goal Requirement

STATEMENT OF DVBE PARTICIPATION GOAL REQUIREMENT

- A. Education Code sections 17076.11, 100615, 100815, 101011 and 101121 require that the Bonita Unified School District (“DISTRICT”) establish a participation goal for Disabled Veteran Business Enterprise (“DVBE”) of at least three percent (3%) per year of the overall dollar amount of funds allocated to DISTRICT by the State Allocation Board and expended by DISTRICT for construction and modernization projects.
- B. “Disabled veteran business enterprise contractor, subcontractor, or supplier” means any person or entity that has been certified by the Department of General Services’ Office of Small Business and Disabled Veteran Business Enterprise Services and that performs a “commercially useful function,” in providing services or goods that contribute to the fulfillment of the contract requirements.
1. A person or an entity is deemed to perform a “commercially useful function” if a person or entity does all of the following:
 - (a) Is responsible for the execution of a distinct element of the work of the contract.
 - (b) Carries out the obligation by actually performing, managing, or supervising the work involved.
 - (c) Performs work that is normal for its business services and functions.
 - (d) Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.
 - (e) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.
 2. A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor’s, subcontractor’s, or supplier’s role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.
- C. “Disabled veteran” means a veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army,

the Regular Scouts, “Old Scouts,” and the Special Philippine Scouts, “New Scouts,” who has at least a 10-percent service-connected disability and who is domiciled in the State of California.

- D. “Disabled veteran business enterprise” means a business certified by the Department of General Services’ Office of Small Business and Disabled Veteran Business Enterprise Services as meeting all of the following requirements:
1. It is a sole proprietorship at least 51 percent owned by one or more disabled veterans or, in the case of a publicly owned business, at least 51 percent of its stock is unconditionally owned by one or more disabled veterans; a subsidiary that is wholly owned by a parent corporation, but only if at least 51 percent of the voting stock of the parent corporation is unconditionally owned by one or more disabled veterans; or a joint venture in which at least 51 percent of the joint venture’s management, control, and earnings are held by one or more disabled veterans.
 2. The management and control of the daily business operations are by one or more disabled veterans. The disabled veterans who exercise management and control are not required to be the same disabled veterans as the owners of the business.
 3. It is a sole proprietorship, corporation, or partnership with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign-based business.
- E. Pursuant to Public Contract Code section 10115.9, a limited liability company may be certified as a disabled veteran business enterprise if the limited liability company is wholly owned by one or more disabled veterans.

SATISFACTION OF THE DVBE PARTICIPATION GOAL REQUIREMENT

Goal Attainment and/or “Good Faith Effort”

In order to satisfy and be responsive to the three percent (3%) participation goal, Bidder is encouraged and expected to exercise due diligence to either meet the DVBE Participation Goal or document a “Good Faith Effort” to meet that goal as follows:

DVBE Participation Goal Attainment

The three percent (3%) DVBE participation Goal is attained when:

- (a) Bidder is not a DVBE and is committed to use DVBEs for not less than three percent (3%) of the Contract dollar amount; or

- (b) Bidder is a DVBE and committed to performing not less than three percent (3%) of the Contract dollar amount with its own forces or in combination with those of other DVBEs.

Good Faith Effort

A “Good Faith Effort” to meet the DVBE goal is achieved by doing **all** of the following five items **prior** to the final bid due date. Each of these items should be satisfied for each contract bid. Bidder should:

- (a) Contact the Facilities Division to identify potential DVBEs for this bid. This telephone call will initiate the provision of information to Bidder;
- (b) Contact other state and federal government agencies and local DVBE organizations to identify potential DVBEs for the Contract;
- (c) Advertise in trade paper and papers focusing on DVBEs. Advertisement should appear in publications at least fourteen (14) calendar days prior to the bid issue date, unless time limits imposed by DISTRICT do not permit that advertising;
- (d) Send solicitation to potential DVBE subcontractors and suppliers for the Contract with sufficient lead time to fully entertain and consider responding bids. Sufficient lead time is at least fourteen (14) calendar days prior to the bid due date, unless time limits imposed by DISTRICT do not permit that lead time; and
- (e) Consider responding DVBEs for participation in the Contract.

DVBE PARTICIPATION GOAL DOCUMENTATION REQUIREMENTS

A. General

Bidder must document its effort to either meet the DVBE participation goal requirement or make a good faith effort to meet it.

Bidders who propose goal attainment are encouraged to submit documentation for making a “Good Faith Effort” also.

Bidder’s efforts to meet the Contract DVBE Participation Goal and/or make a “Good Faith Effort” to meet the goal must be sincere and the documentation must be sufficient to reasonably demonstrate that sincerity to DISTRICT. Final determination of DVBE Participation Goal attainment or a “Good Faith Effort” by Bidder shall be at DISTRICT’s sole discretion.

Required Documentation

The DVBE documentation forms that must be completed are as follows and instructions for completing the required forms correctly are included to assist the Bidder. All applicable information from Bidder's "DVBE Participation Goal Compliance" shall be included on the forms described below.

1. DVBE Transmittal Form

Bidders must fill out and attach the DVBE Transmittal Form as a cover sheet to the required documents and submit it and the additional required documentation within (a) five (5) calendar days following the date in which bids for the Project are received, opened and the apparent low bidder(s) declared, or (b) two (2) calendar days prior to the scheduled award of the Project, whichever is sooner.

2. Summary of Disabled Veteran Owned Business Participation (Attachment 1)

Whether DVBE Participation Goal Attainment or the "Good Faith Effort" alternative is chosen, Attachment 1, Summary of Disabled Veteran Owned Business Participation, must be completed showing the type of work and company proposed for DVBE participation, their Subcontractors (if any), and other related information. If no participation is achieved, Bidder is to state "N/A" or "None" on the first line of the form. Complete the form providing the information as follows:

- (a) **Company Name** - list the name of the company proposed for DVBE participation. If CONTRACTOR is a DVBE, its name must also be listed to receive participation credit.
- (b) **Nature of Work** - identify the proposed work or service to be provided by the listed company.
- (c) **Contracting With** - list the name of the department or company with which the company listed is contracting.
- (d) **TIER** - the contracting tier should be indicated with the following level designations:

0 = CONTRACTOR;
1 = First tier Subcontractor/supplier;
2 = Second tier Subcontractor/supplier of first tier Subcontractor/supplier;
3 = Third tier Subcontractor/supplier of second tier Subcontractor/supplier; etc.

- (e) **Claimed DVBE Value** - the total dollar amount of the value claimed by a DVBE.
- (f) **Percentage of Contract** - compute the percentage (%) the claimed DVBE value is of the total Contract dollar amount.
- (g) **DVBE Certification** - Bidder must include one copy of the DVBE certification letter from the Office of Small Business Services and Certification Resources for each DVBE firm listed on the Summary of Disabled Veteran Owned Business Participation.

Bidder's Certification (Attachment 2)

Bidder must sign and include the **Bidder's Certification**, certifying that each firm listed on the Summary of Disabled Veteran Owned Business Participation (Attachment 1) complied with the legal definition of DVBE.

Documentation of Good Faith Effort (Attachment 3) (3 Pages)

Bidders must submit documentation to support their contacts with DISTRICT, other state and federal governmental agencies, and other organizations that helped identify or provided a list of interested DVBEs for the Contract. A list of dates, times (if known), organizations contacted, and contact names and phone numbers must be provided to corroborate these contacts.

Time Frame for Submitting Documentation

The DVBE participation documentation must be submitted within (a) five (5) calendar days following the date in which bids for the Project are received, opened and the apparent low bidder(s) declared or (b) two (2) calendar days prior to the scheduled award of the Project whichever is sooner. Failure to timely submit full and accurate documentation may result in the rejection of the bid as being nonresponsive.

USE OF PROPOSED DVBE

If awarded the Contract, the successful Bidder must use the DVBE Subcontractors and/or suppliers proposed in its bid proposal unless it has required substitution and has received approval of DISTRICT in compliance with the Subletting and Subcontracting Fair Practices Act.

Failure to adhere to at least the DVBE participation proposed by the successful Bidder may be cause for Contract termination and recovery of damages under the rights and remedies due DISTRICT under the default section of the Contract.

ADDITIONAL DVBE INFORMATION SOURCES

- A.** For more information regarding DVBE certification, copies of directories or for general DVBE information, contact:
1. State Department of General Services
Office of Small Business and Disabled Veteran Business Enterprise Certification

Physical Location
707 3rd Street, 1st Floor, Room 400
West Sacramento, CA 95605

Mailing Address
P.O. Box 989052
West Sacramento, CA 95798-9052
(800) 559-5529 or (916) 375-4940
 2. DVBE information via the Internet at
<http://www.pd.dgs.ca.gov/smbus/default.htm>
 3. Office of Public School Construction
<http://www.documents.dgs.ca.gov/OPSC/PDF-Handbooks/dvbe-handbook.pdf>

CONTRACT AUDITS

CONTRACTOR agrees that DISTRICT or its designee will have the right to obtain, review, and copy all records pertaining to performance of the Contract, including but not limited to reports of payments made to Subcontractors during the term of the Contract. CONTRACTOR agrees to provide DISTRICT or its designee with any relevant information requested and shall permit DISTRICT or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under the Contract.

FEDERAL INCOME TAX RETURNS

- A.** A disabled veteran business enterprise, and each owner thereof, shall at the time of certification, submit to the Department of General Services' Office of Small Business and Disabled Veteran Business Enterprise Services complete copies of the enterprise's federal income tax return for the three (3) previous tax years.
- B.** A disabled veteran business enterprise, and each owner thereof, shall submit to the Department of General Services Office of Small Business and Disabled Veteran

Business Enterprise Services complete copies of the enterprise's federal income tax returns that have a post certification due date, on or before the due date, including extensions.

- C.** A disabled veteran business enterprise that, and each owner thereof who, has not submitted to the Department of General Services Office of Small Business and Disabled Veteran Business Enterprise Services complete copies of the enterprise's federal income tax returns for the three (3) tax years preceding certification nor for each post certification tax year for which a return was required to be filed, shall have 90 days to submit those returns.
- D.** A disabled business enterprise that fails to comply with any provision of this subdivision shall be prohibited from participating in any DISTRICT contract subject to DVBE compliance until the disabled veteran business enterprise complies with the provisions of the subdivision. Funds expended involving a disabled veteran business enterprise during any period in which that enterprise is not in compliance with the provisions of this subdivision shall not be credited toward the awarding department's three percent (3%) goal.
- E.** A disabled veteran business enterprise that fails to maintain the certification requirements shall immediately notify the DISTRICT and the Department of General Services Office of Small Business and Disabled Veteran Business Enterprise Services of that failure by filing a notice of failure that states with particularity each requirement the disabled veteran business enterprise has failed to maintain.

Disabled Veteran Business Enterprise Participation Goal Requirement

DVBE Transmittal Form

The DVBE Transmittal Form is to be attached and used as a cover sheet for the required DVBE documentation that must be submitted within (a) five (5) calendar days following the date in which bids for the Project are received opened and the apparent low bidder declared or (b) two (2) calendar days prior to the scheduled award of the Project, whichever is sooner.

Bid Number: _____

Project Name: _____

Name of CONTRACTOR: _____

Please check off the following to insure you have included them in your documentation:

_____ Attachment 1: Summary of DVBE Participation

_____ Attachment 2: Bidder's Certification of DVBE Status of Subcontractors and Suppliers

_____ Attachment 3 (3 pages): Documentation of Good Faith Effort

_____ Attachment of Any Additional Supporting Documentation

_____ Attachment 4: Contractor's Certification of Achievement of Disabled Veteran Business Enterprise Participation Goal (To be submitted at the completion of the Work by CONTRACTOR if its DVBE Compliance Forms specify that CONTRACTOR will meet DISTRICT's DVBE participation goal)

SUMMARY OF DISABLED VETERAN OWNED BUSINESS PARTICIPATION

DVBE COMPANY NAME	NATURE OF WORK	CONTRACTING WITH	TIER	CLAIMED DVBE VALUE \$	PERCENTAGE OF CONTRACT (%)	OSMB CERTIFICATION

I declare under penalty of perjury, under the laws of the State of California, that the information herein is true and correct to the best of my knowledge.

Executed on _____, at _____ of _____
 (Date) (City) (State)

 Signature of Contractor or Authorized Agent Project Name Project Number

 Printed Name Firm name () _____
 Telephone

BIDDER'S CERTIFICATION
DISABLED VETERAN BUSINESS ENTERPRISE
STATUS OF SUBCONTRACTORS AND SUPPLIERS

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this bid as a disabled veteran business enterprise complies with the relevant definition set forth in law. In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims against the State, Section 10115.10 of the Public Contract Code making it a crime to intentionally make an untrue statement in this certificate, and the provisions of Section 999.9 of the Military and Veterans Code.

Date

Signature of Authorized Agent

Title

DOCUMENTATION OF GOOD FAITH EFFORT

A. List below the contacts made with DISTRICT, other state **and** federal agencies **and** DVBE organizations in an effort to identify potential DVBEs for participation in the Contract. Include dates, times, contact names and phone numbers.

<u>DATE/TIME</u>	<u>AGENCY/ORGANIZATION</u>	<u>CONTACT/PHONE NO.</u>
	UNIFIED	
	SCHOOL DISTRICT	
	<u>STATE AGENCIES</u>	
	<u>FEDERAL AGENCIES</u>	
	<u>LOCAL AGENCIES/ORGANIZATIONS</u>	

B. CONTRACTOR must list trade papers **and** other publications focusing on DVBEs in which CONTRACTOR advertised for participation in the Contract. Include the date of advertisement and attach copies of such advertisements.

<u>Name of Trade/Focus Publications</u>	<u>Dates of Advertisement</u>

CONTRACTOR Name: _____

DOCUMENTATION OF GOOD FAITH EFFORT

C. List potential DVBEs that Bidder solicited for participation in the Contact along with the dates the solicitations were sent. CONTRACTOR must attach a sample of the solicitation sent to DVBE firms. If phone contact was made, please describe the services or products for which you solicited participation.

	<u>DVBE Firm</u>	<u>Date of Mailing</u>	<u>Date of Telephone Contact</u>	<u>Results Selected/Reason for Non-Selection</u>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

D. DVBE Solicitations

Solicitation Sample:

Bidder must attach a sample of the solicitation sent to DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

DOCUMENTATION OF GOOD FAITH EFFORT

Identification of (1) all DVBEs who submitted bids or quotations, (2) nature of work, supplies or services offered which were not accepted, (3) dollar amounts of the DVBEs bids not accepted, (4) Subcontractors and/or suppliers who were used instead of the DVBEs, (5) dollar amounts of these Subcontractors' and/or suppliers' bids, and (6) the reason for CONTRACTOR not accepting the DVBE's bid. Use additional sheets if necessary.

NAME OF DVBE (1)	NATURE OF WORK (2)	DVBE BIDS (\$) (3)	SUBCONTRACTOR/SUPPLIER TO BE USED (4)	BID AMOUNT ACCEPTED (5)	REASON NOT ACCEPTED (6)

OFFICE USE ONLY

Determination

_____ Met Goals

_____ Did exert good faith effort

_____ Did not exert good faith effort

Signed: _____

Date: _____

**CONTRACTOR’S CERTIFICATION OF
ACHIEVEMENT OF DISABLED VETERAN BUSINESS ENTERPRISE
PARTICIPATION GOAL**

I hereby certify that I have met DISTRICT’s DVBE three percent (3%) participation goal for the _____ project (“Project”) and hereby provide the following information for the Project:

1. The total amount CONTRACTOR received under the Contract

2. The name and address of the DVBE that participated in the performance of the Contract

3. The amount each DVBE received from CONTRACTOR

4. All payments under the Contract have been made to the DVBEs.

CONTRACTOR Name: _____

Date

Signature of Authorized Agent

Print Name of Authorized Agent

Title

AGREEMENT

THIS AGREEMENT (the "Agreement"), dated the ____ day of _____, 20__, in the County of Los Angeles, State of California, by and between the Bonita Unified School District, hereinafter referred to as "DISTRICT" or "OWNER" and _____, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H:

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

1. Contract

The complete Contract includes all of the contract documents, including the (1) Notice to Contractors Calling for Bids, (2) Information For Bidders, (3) Scope of Work Summary, (4) Bid Form, (5) Information Required from Bidders, (6) Noncollusion Declaration, (7) Site Visit Certification, (8) Designation of Subcontractors, (9) Bid Bond, (10) Bidder's Acknowledgement of Project Schedule, (11) Storm Water Pollution Prevention Certification, (12) this Agreement, (13) Performance Bond, (14) Payment Bond, (15) Workers' Compensation Certification, (16) Drug-Free Workplace Certification, (17) Conduct Rules for Contractor(s), (18) Asbestos and Other Hazardous Materials Certification, (19) Lead Based Paint Certification, (20) Criminal Records Check Certification, (21) Escrow Agreement for Security Deposits in Lieu of Retention, if applicable, (22) Shop Drawing Transmittal Form, (23) Change Order Form, (24) Guarantee, (25) General Conditions, (26) Special Conditions, if any, (27) Project Schedule, (28) Plans, (29) Drawings, (30) Specifications, (31) Reports, (32) Insurance Policies, and all modifications, addenda, and amendments thereto, and by this reference are incorporated herein (the "Contract Documents"). The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Statement of Work

CONTRACTOR shall perform that work designated in CONTRACTOR's Bid Form which constitutes at least 25% of the total Work, exclusive of supervisory and clerical work, without the services of any Subcontractor. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services as described in the complete Contract and required for the Work described as the:

BONITA HIGH SCHOOL TRACK REPLACEMENT

in accordance with Drawings and Specifications for the Project. All of said Work to be performed and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with the Plans, Drawings, Specifications and provisions of the complete Contract. CONTRACTOR shall be liable to DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of ARCHITECT, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents CONTRACTOR from fully complying with the requirements of the documents, and unless

CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing CONTRACTOR from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with DISTRICT OFFICE within three (3) working days of the date of occurrence of the act or omission preventing CONTRACTOR from fully complying with the Contract Documents.

The Work required to be performed by this Agreement shall be subject to the payment of prevailing wages, as described in the Labor Code, by CONTRACTOR and each Subcontractor on the Project. The Work shall further be subject to the fulfillment of the requirements related to the payment of prevailing wages, including, but not limited to, the obligation to furnish electronic certified payroll records to the Labor Commissioner as required by the Labor Commissioner. Payments to CONTRACTOR shall not be made when payroll records due directly to the Labor Commissioner are delinquent or inadequate and the Labor Commissioner so directs. The prevailing rates of per diem wages and a description of employer payments are on file at DISTRICT's Administrative Office and are available to any interested party upon request. They are also available from the Director of the Department of Industrial Relations. CONTRACTOR shall post a copy of such wage rates at the job site. CONTRACTOR shall also post at the job site a notice containing the following language:

This public works project is subject to compliance monitoring and investigative activities by the Public Works Unit of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to enable the Public Works Unit to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on this public works project. These wages are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity that awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this public works project may be filed with the Public Works Unit at any office of the Division of Labor Standards Enforcement.

Local Office Telephone Number: (909) 383-4334

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws. Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc.) as well as the name of the employer, the public entity that awarded the public works contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any Division of Labor Standards Enforcement office. Complaint forms are also available at the Department of Industrial Relations website, at www.dir.ca.gov/dlse/DLSE-Forms.htm.

3. Compensation

DISTRICT shall pay to CONTRACTOR, as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of _____ Dollars (\$_____) said sum being the total amount stipulated in the proposal:

Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by CONTRACTOR and DISTRICT, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that CONTRACTOR proceeds with a change in Work without an agreement between DISTRICT and CONTRACTOR regarding the cost of a Change Order, CONTRACTOR waives any claim of additional compensation for such additional Work.

4. Commencement of Work and Time for Completion

CONTRACTOR shall not start the Work until it has received DISTRICT's Notice to Proceed for the Project. CONTRACTOR shall commence the Work on _____, 20___. Commencement of Work shall include reasonable and evident efforts on the Project site.

Time for completion of the Project shall be on or before _____, 20__. The Starting Date shall be the date of DISTRICT's Notice to Proceed. Said Notice shall not be issued prior to five (5) Days after award of the Contract, and shall not require that Work be commenced less than forty-eight (48) hours from the date of said Notice. **DISTRICT and CONTRACTOR stipulate and agree that the amount of time for completion as specified in this paragraph is reasonable.**

5. Claims

As required by Article 60 of the General Conditions, if CONTRACTOR should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation out of CONTRACTOR's control, obligates DISTRICT to pay additional compensation to CONTRACTOR or to grant an extension of time for the completion of the Contract, CONTRACTOR shall notify DISTRICT and ARCHITECT, in writing, of such claim in accordance with the procedure specified in Article 57 of the General Conditions. CONTRACTOR's failure to notify DISTRICT and ARCHITECT within the specified period shall be deemed a waiver and relinquishment of such a claim against DISTRICT. If such notice is given within the specified time, the procedure for its consideration shall be as stated in Article 60 of the General Conditions. CONTRACTOR hereby acknowledges that it understands this provision and that it will abide by it.

6. Liquidated Damages

Time is of the essence. IT IS AGREED BY CONTRACTOR AND DISTRICT THAT, IF THE PROJECT FAILS TO REACH SUBSTANTIAL COMPLETION WITHIN THE CONTRACT TIME PLUS ANY AUTHORIZED EXTENSION OF TIME HEREUNDER, THEN AS COMPENSATION TO DISTRICT FOR THE LOSS OF THE BENEFICIAL USE OF THE PROJECT DURING THE PERIOD OF THE DELAY, THERE SHALL BE ASSESSED AGAINST CONTRACTOR AS LIQUIDATED DAMAGES, BUT NOT AS A PENALTY, THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH DAY THEREAFTER UNTIL THE DATE THAT PHYSICAL COMPLETION OF THE WORK AND THE PROJECT HAS REACHED COMPLETION. IT IS HEREBY AGREED BY CONTRACTOR AND DISTRICT THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGE TO DISTRICT SHOULD THE ENTIRE WORK AND PROJECT NOT BE COMPLETED WITHIN THE TIME PERIOD SPECIFIED ABOVE PLUS ANY AUTHORIZED EXTENSIONS OF TIME HEREUNDER AND DISTRICT BE DEPRIVED OF THE BENEFICIAL OCCUPANCY OF THE PROJECT AS A RESULT THEREOF. THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS PARAGRAPH REPRESENT THE PARTIES' REASONABLE ESTIMATE OF THE ACTUAL DAMAGES THAT DISTRICT WILL INCUR IF ITS BENEFICIAL USE OF THE PROJECT IS DELAYED BEYOND THE EXPIRATION OF THE CONTRACT TIME. THE PAYMENT OF THE AMOUNTS DESCRIBED IN PARAGRAPH 6 AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTION 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO DISTRICT PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.

CONTRACTOR'S INITIALS: _____ DISTRICT'S INITIALS: _____

DISTRICT may deduct liquidated damages described in Paragraph 6 from any unpaid amounts then or thereafter due CONTRACTOR under this Agreement in accordance with Article 64 of the General Conditions. Any liquidated damages not so deducted from any unpaid amounts due CONTRACTOR shall be payable to DISTRICT at the demand of DISTRICT, together with interest thereon from the date of demand until paid at a rate equal to ten percent (10%) per annum.

7. Default

In the event the CONTRACTOR fails to perform in accordance with the terms and conditions of the formal bid or the contract, DISTRICT may terminate their orders, in whole or in part, in accordance with Section 8 Termination for Default provision of this agreement.

8. Termination for Default

The BONITA UNIFIED SCHOOL DISTRICT may, by written notice of default to the CONTRACTOR, terminate the agreement in whole or in part if:

A. The CONTRACTOR fails or neglects to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the DISTRICT, the item(s) provided fail to perform satisfactorily;

OR

B. The CONTRACTOR fails to perform any of the other provisions of the formal bid, agreement, or purchase order and does not cure such failure within a period of ten (10) days (or such longer period as DISTRICT may authorize in writing) after receipt of notice from DISTRICT specifying such failure.

In the event DISTRICT terminates the agreement, in whole or in part, DISTRICT may acquire services, similar to those so terminated from another source and the CONTRACTOR shall be liable for any excess costs of acquisitions of such similar supplies.

9. Termination for Program, Site Closure, Re-Organization or Reduction of Funds

In the event funds for DISTRICT programs are discontinued or funds are not allocated within the agency for the continuation of this agreement in whole or in part, DISTRICT may terminate the service(s) under this clause without penalty. In the event funds for DISTRICT programs are discontinued or funds are not allocated within the agency for the purchase of materials and/or services, DISTRICT does not guarantee that any or all items shown in this agreement will be purchased for the duration of the agreement period.

10. Force Majeure

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that

such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

11. Indemnification

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

(a) Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by CONTRACTOR or any person, firm or corporation employed by 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 DISTRICT, ARCHITECT, PROJECT INSPECTOR, or their respective officers, employees, agents or independent contractors who are directly employed by DISTRICT, and except for liability resulting from the active negligence of DISTRICT, ARCHITECT, or PROJECT INSPECTOR.

(b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of CONTRACTOR, or any person, firm, or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including DISTRICT, ARCHITECT, or PROJECT INSPECTOR 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 CONTRACTOR, either directly or by independent contract, and not by the active negligence of DISTRICT, ARCHITECT, or PROJECT INSPECTOR.

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

(d) Liability for fines, penalties, or other monetary damages incurred by DISTRICT for CONTRACTOR's, or its Subcontractor's, failure to comply with applicable Storm Water Requirements as generally described in the Storm Water Pollution Prevention Certification executed by CONTRACTOR.

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 DISTRICT, ARCHITECT, PROJECT INSPECTOR, or their respective officers, agents or employees, or any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against

DISTRICT, ARCHITECT, PROJECT INSPECTOR, or their respective officers, agents or employees in any action, suit or other proceedings as a result thereof.

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

12. Insurance

Prior to execution of the Contract, CONTRACTOR furnish DISTRICT with insurance endorsements evidencing insurance coverage as required by this Section 8, and further indicating that such insurance policies have been endorsed to name the “BONITA UNIFIED SCHOOL DISTRICT” as an additional insured. The endorsements shall provide that “CONTRACTOR’s policies are primary over any insurance carried by DISTRICT and that such policies will not be cancelled or materially changed without thirty (30) calendar days prior written notice” being given to DISTRICT’s Purchasing Department. CONTRACTOR shall take out, prior to commencing the Work, and maintain, during the life of the Contract, and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain the following policies issued by insurance companies authorized to transact business in the State of California and which comply with all requirements of the Department of Insurance for the State of California:

a. CONTRACTOR’s Liability Insurance

- 1) Worker’s Compensation

State:	Statutory
Voluntary Compensation (by exempt entities):	Same as State Workers Compensation
Applicable Federal (e.g., Longshoremen, harbor work, work at or outside U.S. Boundaries):	
Employer’s Liability	Statutory
Benefits required by Union labor contracts:	\$1,000,000.00 Each Accident As applicable

- 2) General Liability (including Premises-Operations; Independent Contractors’ Protective; Products and Completed Operations; Broad Form Property Damage); Can be Combined Single Limit (“CSL”).

a) Bodily Injury:	
\$1,000,000.00	Each Occurrence
\$2,000,000.00	Aggregate
b) Property Damage:	
\$1,000,000.00	Each Occurrence
\$2,000,000.00	Aggregate

c) Products and Completed Operations Insurance shall be maintained for a minimum period of one (1) year after final payment and CONTRACTOR shall continue to provide evidence of such coverage to OWNER on an annual basis during the aforementioned period.

d) Property Damage Liability Insurance shall include coverage for the following hazards:

X (Explosion)

C (Collapse)

U (Underground)

e) Contractual Liability (Hold Harmless Coverage): Include in CSL Form

i. Bodily Injury:
\$1,000,000.00 Each Occurrence
\$2,000,000/00 Aggregate

ii. Property Damage:
\$1,000,000.00 Each Occurrence
\$2,000,000.00 Aggregate

f) Personal Injury (with Employment Exclusion deleted, if applicable):
\$1,000,000.00 per occurrence
Aggregate subject to CSL Aggregate

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

_____ Yes _____ No

3) Builder's Risk "All Risk" Insurance. CONTRACTOR, during the progress of the Work and until Final Acceptance of the Work by DISTRICT upon completion of the entire Agreement, shall maintain Builder's Risk, Course of Construction or similar first party coverage issued on a replacement cost value basis consistent with the total replacement cost of all insurable work and the Project included within the Contract Documents which coverage is to provide extended coverage and insurance against vandalism and malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, collapse, earthquake, flood, collapse, wind, lightning, smoke and riot, upon the entire Work which is the subject of the Contract Documents. Such insurance shall include DISTRICT and ARCHITECT as additional names insureds, and any other person with an insurable interest designated by DISTRICT.

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

- | | | |
|----|--|--|
| 4) | Umbrella Excess Liability:
\$4,000,000.00
\$ 10,000.00 | Over primary insurance
Retention |
| 5) | Automobile Liability (owned, non-owned, or hired): | |
| | a) Bodily Injury:
CSL
\$1,000,000.00
\$1,000,000.00 | \$1,000,000.00

Each Person
Each Accident |
| | b) Property Damage:
\$1,000,000.00 | Each occurrence |

13. CONTRACTOR's Representations

Execution of the Agreement by CONTRACTOR is a representation that CONTRACTOR has visited, examined, and inspected the site, become generally familiar with the Project site and the local conditions, excepting conditions that are unknown and concealed or not reasonably inferable from the conditions observed, such as unsuitable soils, and is satisfied with the conditions and limitations under which the Work is to be performed including, without limitation: (i) the location, accessibility, physical qualities, layout, and nature of the Project site, the improvements thereon and the surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, and (iv) availability and cost of materials, tools, and equipment. Except as explicitly set forth elsewhere in the Contract Documents, DISTRICT assumes no responsibility for the physical condition of the Project site, or any improvements located on the Project site and CONTRACTOR shall be solely responsible for providing a safe place for the performance of the Work. DISTRICT shall not be required to make any adjustment in the Contract Price or the Contract Time in connection with any failure by CONTRACTOR to comply with the requirements of this Section.

Execution of the Agreement by CONTRACTOR is a further representation that CONTRACTOR has examined all documents provided to CONTRACTOR pertaining to the Work, has correlated its personal observations at the Project site with the requirements of the Contract Documents, has read carefully and is fully aware of the critical time restriction for performance of the Work, is fully aware of the provisions and requirements of the Drawings and Specifications, and recognizes that it must perform the Work consistent with the appropriate standard of care regarding safety, protection of existing structures and other facilities in the area, protection of pedestrians, health and sanitation laws and ordinances, and protection of existing facilities, utilities, neighboring property and adjacent walks and streets.

Execution of the Agreement by CONTRACTOR is a further representation that CONTRACTOR is registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, is a licensed contractor who possesses a reasonable level of experience and expertise in the business administration, construction, construction management, and

superintendence of projects of the size, complexity, and nature of this particular Project, is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligation hereunder, has sufficient experience and competence to do so, and will perform the Work in accordance with the appropriate standard of care.

The above representations and warranties shall survive the execution and delivery of the Agreement, any termination of this Agreement, and the final completion of the Work.

14. Required Number of Executed Copies

The number of executed copies of the Agreement, the Contractor's Certificate, the Performance Bond and the Payment Bond required is three (3).

15. Inspector's Field Office

The inspector's field office shall be not less than _____ square feet of floor area.

16. Substitution of Securities

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

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

17. Corporate Status

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is president, and _____, whose title is secretary/assistant secretary, chief financial officer/assistant treasurer (circle applicable office(s)) is/are authorized to act for and bind the corporation. See Paragraph 5 of Information For Bidders for additional information.

18. Required Provisions

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.

19. Entire Agreement

The complete Contract as set forth in Paragraph 1 of this Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the Work to be performed under this Agreement, exists between the parties. This Agreement 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.

BONITA UNIFIED SCHOOL DISTRICT

CONTRACTOR

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

CONTRACTOR'S License No.:

(CORPORATE SEAL OF
CONTRACTOR, if corporation)

ATTACHMENT NO. 1 TO AGREEMENT

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Bonita Unified School District of Los Angeles County, California (hereinafter referred to as "DISTRICT"), by Board action taken on _____, 20__, has awarded to _____ as Principal, hereinafter designated as "Principal," a contract for the work described as the BONITA HIGH SCHOOL TRACK REPLACEMENT.

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

NOW, THEREFORE, we the Principal and the undersigned Surety, an admitted Surety insurer pursuant to Code of Civil Procedure section 995.120 are held and firmly bound to the DISTRICT, in the sum of _____ Dollars (\$_____) (this amount being not less than one hundred percent (100%) of the total bid price of the Contract awarded by DISTRICT to 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 and administrators, successors or assigns, jointly and severally, firmly by these presents.

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

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

Whenever Principal shall be, and is declared by DISTRICT to be, in default under the Contract, DISTRICT having performed DISTRICT's obligations thereunder unless excused by

Principal's breach or default, the Surety shall promptly either remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and DISTRICT, and make available as work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this Paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in the first executory Paragraph hereof. The term "balance of the contract price" as used in this Paragraph shall mean the total amount payable to Principal by DISTRICT under the Contract, and any modifications thereto, less the amount previously properly paid by DISTRICT to Principal.

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

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

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

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

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

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

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

Any claims under this bond may be addressed to:

_____ (Name and Address of Surety)

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

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

In signing below, the Principal covenants that it has complied with the signature requirements described in Section 7 of the Information for Bidders.

[Signatures follow on next page]

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 these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal of
Principal, if Corporation)

Principal (Proper Name of Corporation)

By: _____

Signature

Title

By: _____

Signature

Title

(Corporate Seal of Surety)

Surety

By: _____
Attorney-in-Fact

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

ATTACHMENT NO. 2 TO AGREEMENT

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Bonita Unified School District (“DISTRICT”), by Board action on _____, 20__, has awarded to _____, designated as the “Principal,” a contract for the work described as the BONITA HIGH SCHOOL TRACK REPLACEMENT.

WHEREAS, said Principal is required by Division 4, Part VI, Title III Chapter 5 (commencing at section 9550) of the California Civil Code to furnish a bond in connection with said Contract;

NOW THEREFORE, we the Principal and _____ as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure, section 995.120, are held and firmly bound unto the Bonita Unified School District in the penal sum of _____ Dollars (\$_____) (this amount being not less than one hundred percent (100%) of the total bid price of the Contract awarded by DISTRICT to 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 Principal, his or its heirs, executors, administrators, successors, or assigns, or a Subcontractor shall fail to pay any person or persons named in Civil Code section 9100 or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to Work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by section 13020 of the Unemployment Insurance Code with respect to Work and labor thereon of any kind or for amounts due as withholding tax pursuant to section 18663 of the Revenue and Taxation Code, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney’s fees as shall be fixed by the court, awarded and taxed as provided in Division 4, Part VI, Title III, Chapter 5 (commencing at section 9550) of the California Civil Code.

This bond shall inure to the benefit of any of the persons, companies, and corporations named in section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining

or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between 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 sections 8400 and 8402 of the California Civil Code, and has not been paid the full amount of his or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

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

In signing below, Principal covenants that it has complied with the signature requirements described in Paragraph 7 of the Information for Bidders.

[Signatures follow on next page]

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 these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal of
Principal, if Corporation)

Principal (Proper Name of Corporation)

By: _____

Signature

Title

By: _____

Signature

Title

(Corporate Seal of Surety)

Surety

By: _____
Attorney-in-Fact

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

ATTACHMENT NO. 3 TO AGREEMENT

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 states as follows:

“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 which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of section 3702.”

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

In signing below, CONTRACTOR covenants that it has complied with the signature requirements described in Paragraph 7 of the Information for Bidders.

[Signatures follow on next page]

(Proper Name of Contractor)

By: _____

(Signature of Authorized Signor)

(Title of Signor)

By: _____

(Signature of Authorized Signor)

(Title of Signor)

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

ATTACHMENT NO. 4 TO AGREEMENT

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require 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 DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

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

In signing below, CONTRACTOR covenants that it has complied with the signature requirements described in Paragraph 7 of the Information for Bidders.

CONTRACTOR

Date: _____

By: _____

Its: _____

Date: _____

By: _____

Its: _____

ATTACHMENT NO. 5 TO AGREEMENT

CONDUCT RULES FOR CONTRACTORS

Each CONTRACTOR/Subcontractor, when performing work on BONITA UNIFIED SCHOOL DISTRICT (“DISTRICT”) owned or leased buildings, property, and/or in DISTRICT vehicles, in addition to complying with the provisions of Article 53 of the General Conditions, shall adhere to the following rules of conduct:

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

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

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

Date

(Proper Name of Contractor)

By: _____

(Signature of Authorized Signor)

(Title of Signor)

ATTACHMENT NO. 6 TO AGREEMENT

ASBESTOS AND OTHER HAZARDOUS MATERIALS CERTIFICATION

This Asbestos and Other Hazardous Materials Certification form is part of the Contract made by and between the Bonita Unified School District (hereinafter referred to as the "DISTRICT") and _____ (the "CONTRACTOR") for the BONITA HIGH SCHOOL TRACK REPLACEMENT (hereinafter referred to as the "Project").

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. In signing below, CONTRACTOR covenants that it has complied with the signature requirements described in Paragraph 7 of the Information for Bidders.

Executed on this ____ day of _____, 20__ at _____.

Name of Contractor (Print or Type)

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

ATTACHMENT NO. 7 TO AGREEMENT
LEAD BASED PAINT CERTIFICATION

This Lead Based Paint Certification form is part of the Contract made by and between the Bonita Unified School District (hereinafter referred to as "DISTRICT") and _____ (hereinafter referred to as "CONTRACTOR") for the BONITA HIGH SCHOOL TRACK REPLACEMENT (hereinafter referred to as the "Project").

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

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

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

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

If failure to comply with these laws, rules and regulations results in a site or Worker contamination, CONTRACTOR will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold DISTRICT harmless, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of CONTRACTOR to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual

material that may occur from the prepping of any painted surface. It will be the responsibility of CONTRACTOR to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the DISTRICT.

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

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

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

In signing below, CONTRACTOR covenants that it has complied with the signature requirements described in Paragraph 7 of the Information for Bidders.

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

Contractor's Name

Street Address

Telephone Number

License Number

[Signatures follow on next page]

Typed or Printed Name and Title of Signatory

Signature

Typed or Printed Name and Title of Signatory

Signature

RME of Company (If Applicable)

ATTACHMENT NO. 8 TO AGREEMENT

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

CONTRACTOR CERTIFICATION

With respect to the Agreement dated _____, 20__ by and between Bonita Unified School District (“DISTRICT”) and _____ (“CONTRACTOR”) for the provision of construction services, CONTRACTOR hereby certifies to DISTRICT’s governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with DISTRICT pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor’s Representative

Date

CONTRACTOR EXEMPTION

Pursuant to Education Code section 45125.1, the Bonita Unified School District (“DISTRICT”) has determined that _____ (“CONTRACTOR”) is exempt from the criminal background check certification requirements for the agreement dated _____, 20__, by and between DISTRICT and CONTRACTOR (“Agreement”) because:

- CONTRACTOR’s employees will have limited contact with DISTRICT students during the course of the Agreement; or
- Emergency or exceptional circumstances exist.

District Official

Date

SUBCONTRACTOR’S CERTIFICATION

The Bonita Unified School District (“DISTRICT”) entered into an agreement for construction services with _____ (“CONTRACTOR”) on or about _____, 20__ (“Agreement”). This certification is submitted by _____, a subcontractor or consultant to CONTRACTOR for purposes of that Agreement (“Subcontractor”). Subcontractor hereby certifies to DISTRICT’s governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with DISTRICT pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Subcontractor’s Representative

Date

SUBCONTRACTOR’S EXEMPTION

The Bonita Unified School District (“DISTRICT”) entered into an agreement for construction services with _____ (“CONTRACTOR”) on or about _____, 20__ (“Agreement”). Pursuant to Education Code section 45125.1, DISTRICT has determined that _____, a subcontractor or consultant to CONTRACTOR for purposes of that Agreement (“Subcontractor”), is exempt from the criminal background check certification requirements for the Agreement because:

- Subcontractor’s employees will have limited contact with DISTRICT students during the course of the Agreement; or
- Emergency or exceptional circumstances exist.

District Official

Date

ATTACHMENT NO. 9 TO AGREEMENT

**CERTIFICATION REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE
CAMPUS POLICY**

The CONTRACTOR agrees that it will abide by and implement DISTRICT’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times. When at DISTRICT-owned or DISTRICT–leased buildings, CONTRACTOR hereby agrees to comply with the Bonita Board of Education’s Policies 4050 and 0660 and Education Code 48900 et seq. which states: The District recognizes the health hazards associated with smoking and the use of tobacco products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The District Board prohibits the use of tobacco products at any time in DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles.

Name of Company

By: _____
Signature

Date: _____

Print Name and Title

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

This ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION is made and entered into, as of _____, 20__ by and between the Bonita Unified School District whose address is 115 W. Allen Avenue, San Dimas, CA 91773, hereinafter called "DISTRICT," _____, whose address is _____, hereinafter called "CONTRACTOR", and _____, whose address is _____, hereinafter called "Escrow Agent."

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

- (1) Pursuant to section 22300 of the Public Contract Code of the State of California, CONTRACTOR has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by DISTRICT pursuant to the construction contract entered into between DISTRICT and CONTRACTOR for the _____ in the amount of _____ Dollars (\$ _____), dated _____, 20__ (hereinafter referred to as the "Agreement"). Alternatively, on written request of CONTRACTOR, DISTRICT shall make payments of the retention earnings directly to Escrow Agent. When CONTRACTOR deposits the securities as a substitute for Contract earnings, the Escrow Agency shall notify DISTRICT within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Agreement. Securities shall be held in the name of DISTRICT, and shall designate CONTRACTOR as the beneficial owner.
- (2) DISTRICT shall make progress payments to CONTRACTOR for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that Escrow Agent holds securities in the form and amount specified above.
- (3) When DISTRICT makes payment of retentions earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of CONTRACTOR until such time as the escrow created under this agreement is terminated. CONTRACTOR may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when DISTRICT pays 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 DISTRICT. These expenses and payment terms shall be determined by 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 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 DISTRICT to Escrow Agent that DISTRICT consents to the withdrawal of the amount sought to be withdrawn by CONTRACTOR.

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

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

(9) Escrow Agent shall rely on the written notification from DISTRICT and CONTRACTOR pursuant to Sections (5) to (8), inclusive, of this agreement and 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 DISTRICT and on behalf of CONTRACTOR in connection with the foregoing, and exemplars of their respective signatures are as set forth on the following page. In signing below, CONTRACTOR covenants that it has complied with the signature requirements described in Paragraph 7 of the Information for Bidder.

On behalf of DISTRICT:

On behalf of CONTRACTOR:

Bonita Unified School District

Title

Title

Name

Name

Signature

Signature

115 W. Allen Avenue
San Dimas, CA 91773

Address

On behalf of Escrow Agent:

Title

Title

Name

Name

Signature

Signature

Address

Address

At the time the escrow account is opened, DISTRICT and CONTRACTOR shall deliver to Escrow Agent a fully executed counterpart of this agreement.

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

DISTRICT

CONTRACTOR

Title

Title

Name

Name

Signature

Signature

Escrow Agent

Title

Title

Name

Name

Signature

Signature

SHOP DRAWING TRANSMITTAL FORM

Pursuant to Article 23 of the General Conditions, CONTRACTOR shall use this transmittal form for submittal of shop drawings to DISTRICT. The procedure governing shop drawings submittal is contained in the General Conditions of the Contract Documents.

Failure to comply with all requirements specified therein will constitute grounds for return of the shop drawings for proper re-submittal. CONTRACTOR shall sequentially number each submittal.

Date _____	Submittal No. _____
From:	To: Bonita Unified School District 115 W. Allen Avenue San Dimas, CA 91773 Attention: Maria Moreno Director, Purchasing
Project Name: _____ Project	Check One: This is: an original submittal _____ a second submittal _____ a [] submittal _____
Owner:	
Subject of Submittal:	Equipment Designation: Specification Section(s):

Complete either (a) or (b) as follows:

Check One:

- (a) We have verified that the material or equipment contained in this submittal meets all the requirements specified or shown (no exceptions).

- (b) We have verified that the material or equipment contained in this submittal meets all the requirements specified or shown, except for the following deviations (List deviations on attached sheet.)

Contractor's or Supplier's Authorized Signature

Printed Name

CHANGE ORDER FORM

CHANGE ORDER #: _____

DSA FILE #: _____

PROJECT: _____

APPLICATION #: _____

TO:
CONTRACTOR: _____

ARCHITECT: _____

PHONE #: _____
FAX #: _____

Pursuant to Article 60 of the General Conditions, this Change Order Form shall be used for all Change Orders associated with the Work. No additions or deletions to this form shall be allowed, except with permission of DISTRICT.

As required by Article 60 of the General Conditions, if CONTRACTOR should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation out of CONTRACTOR's control, obligates DISTRICT to pay additional compensation to CONTRACTOR or to grant an extension of time for the completion of the Contract, CONTRACTOR shall notify DISTRICT and ARCHITECT, in writing, of such claim in accordance with the procedure specified in Article 57 of the General Conditions. CONTRACTOR's failure to notify DISTRICT and ARCHITECT within the specified period shall be deemed a waiver and relinquishment of such a claim against DISTRICT. If such notice is given within the specified time, the procedure for its consideration shall be as stated in Article 60 of the General Conditions. CONTRACTOR hereby acknowledges that it understands this provision and that it will abide by it.

You are hereby directed to provide the extra Work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE:

CONTRACTOR accepts the terms and conditions stated as full and final settlement of any and all claims arising from this Change Order. CONTRACTOR agrees to perform the above described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. The amount of the changes under this Change Order is limited to the charges allowed under Article 60 of the General Conditions. The adjustment in the Contract Price, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Price due to CONTRACTOR arising out of the change in the Work covered by this Change Order, unless otherwise provided in this Change Order. It is understood that this Change Order shall be effective when approved or ratified by the Governing Board of DISTRICT. In signing below, CONTRACTOR covenants that it has complied with the signature requirements described in Paragraph 7 of the Information for Bidders.

NOT VALID UNTIL SIGNED BY THE OWNER, ARCHITECT, AND CONTRACTOR

The original Contract Price was \$ _____
Net change by previously authorized Change Orders..... \$ _____
The Contract Price prior to this Change Order was \$ _____
The Contract Price will be changed by this Change Order in the amount of \$ _____
The new Contract Price including this Change Order will be \$ _____

The Contract Time will be (increased) (decreased) (unchanged) by () Days
The date of Substantial Completion as of the date of this Change Order therefore is..... / /

ARCHITECT:

CONTRACTOR:

OWNER:
Bonita Unified School District

By: _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____

GUARANTEE

Guarantee for _____ . We hereby guarantee that the _____, which we have _____ at the _____ site, has been _____ in accordance with the Contract Documents, including, without limitation, the Drawings and Specifications and that the Work as installed will fulfill the requirements included in the Specifications. The undersigned agrees to repair or replace any or all of such Work, together with any other adjacent work which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of _____ () year(s) from the earlier of (1) the date on which the Bonita Unified School District (“DISTRICT”) occupies or has beneficial use of the Project and (2) the date on which DISTRICT’s Governing Board accepts the Project as complete, 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 DISTRICT, but not later than _____ () Days after being notified in writing by DISTRICT, the undersigned authorizes DISTRICT to proceed to have said defects repaired or replaced and made good at the expense of undersigned, which will pay the costs and charges therefor upon demand. In signing below, CONTRACTOR or Subcontractor covenants that it has complied with the signature requirements described in Paragraph 7 of the Information for Bidders.

Countersigned

(Proper Name)

(Proper Name)

By: _____
(Signature of Subcontractor or
General Contractor)

By: _____
(Signature of General Contractor
Contractor if for Subcontractor)

Its: _____

Its: _____

By: _____
(Signature of Subcontractor or
General Contractor)

By: _____
(Signature of General Contractor
Contractor if for Subcontractor)

Its: _____

Its: _____

Representatives to be contacted for service:

Name: _____

Address: _____

Phone No.: _____

SUBSTITUTION OF “AN EQUAL” MATERIAL

Contractor proposed substitutions must be submitted to DISTRICT by **no later than 2:00 PM on Friday, February 13, 2026.** DISTRICT shall evaluate the proposed substitution and inform contractor of the outcome before the bid submission deadline. Any substitutions related to any equipment must include specifications equal to the District’s specified products.

Pursuant to Public Contract Code Section 3400, Bidder hereby requests substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

<u>Specified Item</u>	<u>Requested Item</u>	<u>Agree to Provide Specific Item In the Event Request is Denied</u>		<u>DISTRICT Decision</u>		<u>Net Cost Differential (Difference between specified item and requested substitution)</u>
		<u>(circle one)</u>	<u>(circle one)</u>	<u>(circle one)</u>	<u>(circle one)</u>	
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	\$ _____		

This Request Form must be accompanied by evidence as to whether the proposed substitution: (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to DISTRICT for this or any other Prime Contractor; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and (6) will require no change of the construction schedule.

The undersigned states that the following paragraph, unless modified on attachments, are correct:

1. The proposed substitution does not affect the dimensions shown on the Drawings.
2. The undersigned will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.

Name of Corporation/Partnership/Individual

Address

By: _____
Signature of President/Partner/Bidder

Date: _____

Print Name and Title

By: _____
Signature of Secretary/Designee/Partner/Bidder

Date: _____

Print Name and Title

*NOTE: If Bidder is a **corporation**, the legal name of the corporation shall be set forth above together with two signatures: one from the President and one from the Secretary, Assistant Secretary, or other authorized officer or designee; if Bidder is a **partnership**, the true name of the firm shall be set forth above, together with two signatures from partners authorized to sign contracts on behalf of the partnership; and if Bidder is an **individual**, his /her signature shall be placed above.*

BONITA UNIFIED SCHOOL DISTRICT

By: _____
Signature

Date: _____

Print Name and Title

GENERAL CONDITIONS

This document is considered an integral part of the contract documents and sets forth the rights, responsibilities and relationships of the DISTRICT, the ARCHITECT and the CONTRACTOR.

The details including the terms and conditions of the General Conditions is viewable and downloadable at: <https://do.bonita.k12.ca.us/District/Business-Services/Purchasing>

All bidders are required to view and download this document.