



**RIALTO UNIFIED SCHOOL DISTRICT  
MAINTENANCE AND OPERATIONS**

**NOTICE TO CONTRACTORS CALLING FOR BIDS**

**DISTRICT WIDE - PAVING PROJECT  
BID # 20/21 – 002**

**BID DEADLINE: Friday, December 11, 2020 at 1:00 p.m.**

**BID OPENING:** Rialto Unified School District  
Purchasing Department  
ATTN: Rialto USD – Purchasing  
260 South Willow  
Rialto, CA 92376

Notice is hereby given that the Rialto Unified School District, hereinafter called DISTRICT, will receive sealed bids up to, but not later than the time fixed above, for the award of a contract for DISTRICT WIDE - PAVING PROJECT.

All bids shall be made on the bid form furnished by the DISTRICT.

Sealed bids will be received at the DISTRICT, Rialto USD, Purchasing Department, 260 South Willow, Rialto, CA 92376, on or before the time and date stated above at which time they will be publicly opened and read aloud. Bids will remain sealed until the time and date stated.

Each bid must conform and be responsive to all pertinent Bidding and Contract Documents.

**A mandatory 2 Day Site Walk is scheduled for Tuesday, December 1, 2020 and Wednesday, December 2, 2020; both at 9:00 a.m.** at the Maintenance & Operations Department Office, 625 W. Rialto Avenue, Rialto, CA 92376.

**Bidders must visit all sites in order to submit a bid.**

Each bid shall be accompanied by a bid bond, in the amount of five percent (5%) of the bid amount, Designation of Subcontractors, Non-Collusion Declaration, Contractor's Certificate regarding Workers' Compensation and Certificate Regarding Drug-Free Workplace as required by the Information For Bidders.

Bidders are advised that this contract is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. Wage rates can be obtained from the Director of the Department of Industrial Relations at <http://www.dir.ca.gov/OPRL/dprowagedetermination.htm>. As of March 1, 2015 all contractors bidding on a public works project must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. <http://www.dir.ca.gov/PublicWorks/PublicWorks.html>.

A Payment Bond and Performance Bond will be required of the awarded contractor prior to the execution of the contract. The Payment Bond and Performance Bond shall be in the form and amount set forth in the Contract Documents. In accordance with provisions of Public Contract Code Section 22300, substitution of eligible and equivalent securities for any monies withheld to ensure performance under this contract will be permitted at the request and expense of any contractor.

Each bidder shall possess at the time of bid a current contractor's license, pursuant to Public Contract Code Section 3300 and Business and Professions Code Section 7028-15, for the applicable work proposed to be furnished. The successful bidder must maintain the license throughout the duration of this contract. Bidders responding to this bid must possess a California Contractor's C-39 license.

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

To request a copy of the Bid document, please contact Norma Zaragoza, Secretary for Maintenance and Operations at (909) 820-7863 ext. 2101, or at [nzaragoz@rialtousd.org](mailto:nzaragoz@rialtousd.org).

**ELECTRONIC SUBMISSION OF BIDS WILL NOT BE ACCEPTED.**

**Project Scope:**

According to written specifications crack fill, slurry seal coat, overlay, miscellaneous asphalt removal and replacement for sites within the Rialto Unified School District. Specific sites to be determined at upon approval.

**Tentative Project Bidding Schedule:**

First publication:	Thursday, November 12, 2020	
Second publication:	Thursday, November 19, 2020	
<b>MANDATORY 2 DAY JOB WALK</b>	<b>Tuesday, December 1, 2020</b>	<b>9:00 a.m.</b>
	<b>Wednesday, December 2, 2020</b>	<b>9:00 a.m.</b>
Deadline for Final Written Questions:	Friday, December 4, 2020	12:00 p.m.
Response to written questions, issue last addendum:	Tuesday, December 8, 2020	4:00 p.m.
Bids Due:	Friday, December 11, 2020	1:00 p.m.

**Proposed Project Construction Schedule:**

- 1/8/2021 – Bid Selection Complete w/ complete Board Item to Business Services**
- 1/26/2021** Board of Education Approval
- 2/3/2021** Notice to Proceed
- 2/5/2021** Construction Begins
- 6/30/2024** Construction Ends

Respectfully,

Les Alexander, Agent: Maintenance & Operations  
Dan Distrola, Agent: Purchasing

**RIALTO UNIFIED SCHOOL DISTRICT**  
**DISTRICT WIDE - PAVING PROJECT**  
**BID # 20/21 – 002**

**1.0 SCOPE OF WORK**

The Rialto Unified School District (DISTRICT/SBCSS/OWNER) is seeking a Contractor (CONTRACTOR) to provide paving services at various sites, located within Rialto Unified School District. Additional specifications can be found in the section entitled Specifications and Special Terms and Conditions.

**2.0 INSTRUCTIONS TO BIDDER**

**2.1 General Information**

Bidder shall conform to instructions provided in the bid document. All bids must be in a sealed envelope bearing the name and address of the Bidder and must clearly state on the outside of the envelope in the lower left-hand corner **“BID ENCLOSED – # 20/21 – 002 DISTRICT WIDE - PAVING PROJECT.”** Envelopes are provided in the bid packets.

It is the sole responsibility of the Bidder to deliver their bid to the Rialto USD **Purchasing Department**, where the bid will be dated and time stamped.

**2.1.1 Delivery Address**

Rialto Unified School District  
Purchasing Department  
ATTN: Rialto USD – Purchasing  
260 South Willow  
Rialto, CA 92376

**2.1.2 Deadline**

Bidder must submit all required documents prior to the deadline, **Friday, December 11, 2020 at 1:00 p.m.**

**2.1.3 Late Bids**

Bids received after the deadline will be returned unopened as not meeting statutory requirements.

**2.1.4 Bid Opening**

All bids will be opened and read aloud at the time, date and place specified.

**2.1.5 Bid Preparation Instructions**

Bids must be typed or written legibly. Erasures and “whiteouts” are not permitted. Mistakes may be crossed out. Corrections shall be typed adjacent to the mistake and initialed in ink by person signing the bid. Bids must be verified before submission as they cannot be withdrawn or corrected after being opened. The DISTRICT will not be responsible for errors or omissions on the part of Bidders in making up their bids. Bids must be signed by a responsible officer or employee.

**2.1.6 Examination of Bid Documents**

Bidder should examine and be familiar with all enclosed information. The failure or omission of any Bidder to receive or examine any of the documents relating to this bid shall in no way relieve any Bidder from any obligations with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

**2.1.7 Withdrawal of Bids**

Any Bidder may withdraw his bid in person or by written request at any time prior to the scheduled opening date and time. Thereafter, all bids received shall become the property of the DISTRICT.

**2.1.8 Bid Preparation Cost**

Costs for preparing bid response and any other related material is the responsibility of the Bidder and shall not be chargeable in any manner to the DISTRICT.

**2.1.9 Evaluation Process**

A review team will evaluate all bids received. If the DISTRICT has any questions, he may contact the Bidder during the evaluation process.

**2.2 Bid Content – All bids submitted shall include:**

- i. Site Visit Certification
- ii. Bid Proposal / Cost Page
- iii. Bid Form/Signature Page
- iv. Reference Sheet
- v. Designation of Subcontractors
- vi. Workers' Compensation Certification
- vii. Non-Collusion Declaration
- viii. Financial Relationship Disclosure
- ix. Certificate of Drug-Free Workplace
- x. Criminal Background Investigation Certification
- xi. Bid Bond (5%)
- xii. Performance Bond
- xiii. Labor and/or Materials Release Certificate
- xiv. Payment Bond
- xv. W-9

**2.4 Acceptance or Rejection of Bids**

Bids shall remain open, valid and subject to acceptance anytime within ninety (90) days after the bid opening date and time, unless a longer period of time is mutually agreed to by the parties. The **DISTRICT** reserves the right to reject any or all bids, any part of a bid, or may waive any informality in a bid.

**2.5 Questions Regarding Bid**

Questions should be e-mailed to: Purchasing Agent, Daniel Distrola at ddistrol@rialtousd.org, no later than December 4, 2020 by 12:00 p.m.

**3.0 QUALIFICATION OF BIDDERS**

Bidder must possess a valid business license and any other required license or certificates. Any permits required for the prosecution of the work called for in the bid shall be secured and paid for by the Bidder unless otherwise specified.

Bidder must submit contact names and telephone numbers of at least three (3) projects of similar type and extent.

**4.0 BID SECURITY (BOND)**

Each bid shall be accompanied by cash or cashier's check payable to the Rialto Unified School District or a satisfactory bid bond in favor of the Rialto Unified School District executed by the Bidder as principal and a satisfactory surety company as surety, in the amount of 5% of the maximum amount of the bid.

Such cash, cashier's check or bond shall be given as a guarantee that the Bidder will enter into a contract if given the award and in the case of refusal or failure to enter into a contract within seven (7) days after being requested to do so by the DISTRICT, the cash, check or bond shall be forfeited to the DISTRICT. If the bid is not accepted within ninety (90) days after the time set for the opening of bids, or if the successful CONTRACTOR executed and delivers said contract within the specified time, the cash, cashier's checks, or bonds will be returned.

**5.0 MANDATORY SITE WALK**

A **mandatory** sample site visitation will be conducted on **Tuesday, December 1 and Wednesday, December 2, 2020 at 9:00 a.m.** at the Maintenance & Operations Department Office, 625 W. Rialto Avenue. Rialto, CA 92376.

**Bidders are required to visit all sample sites included in the job walk in order to submit a bid.**

**6.0 WORKERS**

Bidder shall at all times enforce strict discipline and good order among his employees and shall not employ or work any unfit person or anyone not skilled in work assigned to him. If DISTRICT considers the workmanship of an employee to be of poor quality, DISTRICT reserves the right to request replacement of Bidder's employee within five (5) business days' notice of the initial request.

**7.0 INTERPRETATION OF DOCUMENTS**

Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be delivered to each person receiving a set of the bid documents. No person is authorized to make any oral interpretation of any provision in the bid documents to any bidder and no bidder is authorized to rely on any such unauthorized oral interpretation.

Changes in, or additions to, the bid form, recapitulations of work bid upon, alternative proposals or any other modification of the bid form which is not specifically called for in the bid documents may result in the DISTRICT'S rejection of the bid as not being responsive. No oral or telephonic modification of any bid submitted will be considered.

**8.0 AWARD OF CONTRACT**

The bid, if awarded by the DISTRICT, will be to the lowest responsive responsible bidder.

**9.0 PERFORMANCE AND PAYMENT BONDS**

Performance and Payment Bonds will be required to be maintained during the life of the contract at the level of one hundred percent (100%) of the contract amount for both the Performance and Payment Bonds. Forms for this purpose are furnished with the bid documents.

**10.0 BIDDER INTERESTED IN MORE THAN ONE BID**

No person, firm or corporation shall be allowed to make, file, or be interested in more than one bid for the same project unless alternate bids are specifically called for. A person, firm, or corporation that submits a sub proposal to a bidder or that has quoted prices for materials to a bidder is not thereby disqualified from submitting a sub proposal or quoting prices to other bidders.

**11.0 LENGTH OF CONTRACT**

The contract awarded will begin on February 5, 2021 or as soon thereafter as practicable and continue through and including June 30, 2024. The contract can be extended by mutual written consent.

**12.0 PRICES**

Prices shall remain firm for the entire term of the contract.

**13.0 TAXES**

If under federal excise tax law, any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the DISTRICT upon request will execute a certificate of exemption which will certify that the DISTRICT is a political subdivision of the State for the purposes of such exemption and that the sale is for the exclusive use of the DISTRICT. No excise tax for such materials shall be included in any bid price.

**14.0 INVOICES AND PAYMENTS**

Invoices shall be submitted under the same firm name as shown on the purchase order. Invoice format shall be approved by the DISTRICT'S authorized representative. Each invoice shall reflect "One Job" that includes materials, supplies, and services. Each invoice shall clearly indicate the location/site name where work was accomplished. The DISTRICT shall make payment for materials, supplies or services furnished under the purchase order within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized representative.

**14.1 Payment Schedule**

CONTRACTOR may invoice DISTRICT after 25% of the work has been completed and accepted by the DISTRICT per fiscal year by June 1<sup>st</sup> for work performed and completed during the fiscal year each year. Final Fiscal Payment to be made June 30<sup>th</sup> of each year according to noted SCHEDULES A, B, and C. With all the work and invoicing to be completed by June 1, 2024.

**14.2 Payments Withheld**

DISTRICT may withhold a sufficient amount of any payment otherwise due to CONTRACTOR as in its judgment may be necessary to cover:

- a. Payments which may be past due and payable for just claims against CONTRACTOR or any subcontractor for labor and/or materials furnished in and about the performance of work on the project under this contract.
- b. Defective work not remedied.
- c. Failure of CONTRACTOR to make proper payments to subcontractor or for material or labor.
- d. Completion of contract if there exists a reasonable doubt that contract can be completed for balance then unpaid.
- e. Damage to another contractor.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

DISTRICT may apply such withheld amount to payment of such claims or obligations at his discretion. In so doing, DISTRICT shall be deemed as agent of CONTRACTOR and any payment so made by DISTRICT shall be considered as a payment made under contract by DISTRICT to CONTRACTOR and DISTRICT shall not be liable to CONTRACTOR for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. DISTRICT will render CONTRACTOR a proper accounting of such funds disbursed on behalf of CONTRACTOR.

- 14.3** The final payment of ten percent (10%) of the value of work done under this contract, if unencumbered, shall be made thirty (30) days after acceptance of work by the DISTRICT. Only the DISTRICT is authorized to accept the work under this contract as complete.

Acceptance by CONTRACTOR of said final payment shall constitute a waiver of all claims against the DISTRICT arising from this contract. At any time after fifty percent (50%) of the work has been completed, if the DISTRICT finds that satisfactory progress is being made, DISTRICT may make any of the remaining payments in full for actual

work completed or may withhold any amount up to five percent (5%) thereof as the DISTRICT may find appropriate based on the CONTRACTOR'S progress.

#### **15.0 SAFETY REQUIREMENTS**

The areas in which the services are to be performed may be operational at the time service is provided. Therefore, precaution shall be exercised at all times for the protection of persons, including employees, students and property. The safety provisions of applicable laws shall be observed. CONTRACTOR shall maintain sufficient safeguards against the occurrence of accidents, injuries, damage or hurt to any person or property and CONTRACTOR shall be responsible for the same if such occurs. No children accompanying CONTRACTOR will be permitted on any DISTRICT site.

All services proposed in response to this bid must conform to the Safety Order of the State of California, Division of Industrial Safety and CAL-OSHA regulations in effect at the time of bid. CONTRACTOR'S receiving awards of items subject to Chapter 4 (Industrial Safety Orders) California Administrative Code, Title 8, Division of Industrial Relations, must submit to the DISTRICT'S Purchasing/Contracts office, Material Safety Data Sheets (MSDS) for those items, when requested.

#### **16.0 LAWS AND REGULATIONS**

CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, he shall bear all costs arising there from.

#### **17.0 SUBCONTRACTORS**

Each CONTRACTOR shall submit a list of proposed subcontractors, if applicable, as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following). Forms for this purpose are furnished with the bid documents.

CONTRACTOR agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If CONTRACTOR shall subcontract any part of this contract, CONTRACTOR shall be as fully responsible to DISTRICT for acts and omissions of his subcontractor and of persons either directly or indirectly employed by subcontractor as he is for acts and omissions of person directly employed by him. Nothing contained in contract documents shall create any contractual relation between any subcontractor and DISTRICT.

DISTRICT'S consent to or approval of any subcontractor under this contract shall in no way relieve CONTRACTOR of his obligations under this contract and such consent or approval shall not be deemed to waive any provisions of this contract.

Substitution or addition of subcontractors shall be permitted only as authorized by California Public Contract Code Section 4100 through Section 4114.

#### **18.0 HOLD HARMLESS**

The CONTRACTOR shall hold harmless and indemnify the DISTRICT, its officers and employees from every claim or demand that may be made by reason of:

- 18.1** Any injury to person or property sustained by the CONTRACTOR or by any person, firm or corporation employed directly or indirectly by him upon or in connection with his performance under the purchase order however caused.
- 18.2** Any injury to person or property sustained by any person, firm or corporation caused by any act, neglect, default or omission of the CONTRACTOR or of any person, firm or corporation, directly or indirectly employed by him upon or in connection with his performance under the purchase order.
- 18.3** Any liability that may arise from the furnishing or use of any copyrighted composition, secret process or patented or unpatented invention under the purchase order.

#### **19.0 INDEPENDENT CONTRACTOR**

In all matters relating to this Agreement, CONTRACTOR shall be acting as an Independent Contractor. The employees of the CONTRACTOR and its subcontractors are not employees of the DISTRICT under the meaning or application of any Federal or State unemployment insurance laws, other social security law or any workers' compensation law, industrial law, or otherwise. CONTRACTOR shall assume and pay all liabilities and perform all obligations implied by any such laws with respect to the performance of services awarded under this bid. CONTRACTOR shall not have any right, power, or authority to create any obligation, express or implied, on behalf of the DISTRICT and shall not have any authority to represent itself as an agent of the DISTRICT.

#### **20.0 DEFAULT BY CONTRACTOR**

**20.1** If the successful CONTRACTOR fails or neglects to furnish, deliver, provide or install any of the equipment, materials, supplies or services at the prices quoted, or at the times and places agreed upon, or otherwise fails to comply with the terms, conditions and specifications of this bid document in its entirety, the DISTRICT reserves the right to cancel existing orders of any items affected by such default; and procure the equipment, materials, supplies or services from other sources and deduct from any unpaid balance due to the successful CONTRACTOR or collect

against his sureties, if any, excess costs so paid. The price paid shall be considered the prevailing market price at the time such purchase is made.

- 20.2** If the workmanship, in the opinion of DISTRICT, is poor and CONTRACTOR has failed to correct the situation within a reasonable time after written notification of said poor workmanship, DISTRICT may terminate the agreement with a two (2) day written notice.

**21.0 DAMAGES**

Should any litigation be commenced between the parties to a contract concerning this bid, or the rights and duties of either in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, a reasonable sum for its attorneys' fees which shall be determined by the Court or in separate action brought for that purpose.

**22.0 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

CONTRACTOR shall take out and maintain during the life of the contract such public liability and property damage insurance as shall protect him and DISTRICT from all claims for property damage arising from operations under the contract. CONTRACTOR shall require his subcontractors, if any, to take out and maintain similar public liability and property damage insurance.

CONTRACTOR shall not commence work nor shall he allow any subcontractor to commence work under this contract until he has obtained all required insurance and certificates which have been delivered and approved by the DISTRICT.

- a. Certificates and insurance policies shall include the following clause: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to DISTRICT stating date of cancellation or reduction and may not be less than ten (10) days after date of receipt of notice."
- b. Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice.
- c. Certificates of insurance shall include a waiver of subrogation.
- d. Certificates of insurance shall clearly state that the DISTRICT, Rialto Unified School District is named as additional insured's under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the DISTRICT and Southern California Schools, Risk Management. CONTRACTOR will be required to submit the endorsement page Form CG 20 10 as proof of additional insured.
- e. Insurance shall be written for not less than the following limits, or greater if required by law:

- 1. Workers' Compensation
  - a. State Statutory
  - b. Applicable Federal Statutory
  - c. Benefits required by union labor contracts: As applicable
- 2. Comprehensive general liability, including premises-operations, independent contractor's protection, products and completed operations, broad form property damage:
  - a. Bodily Injury \$1,000,000 each occurrence  
\$2,000,000 aggregate
  - b. Property Damage \$1,000,000 each occurrence  
\$2,000,000 aggregate
  - c. Products and completed operations insurance shall be maintained for a minimum of two (2) years after final payment and the CONTRACTOR shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.
- 3. Contractual Liability
  - a. Bodily Injury \$ 1,000,000 each occurrence  
\$ 2,000,000 aggregate
  - b. Property Damage \$ 1,000,000 each occurrence  
\$ 2,000,000 aggregate
- 4. Personal Injury with Employment Exclusion Deleted \$ 1,000,000 each occurrence  
\$ 2,000,000 aggregate

5. Comprehensive Automobile Liability (owned, non-owned, hired)
  - a. Bodily Injury \$1,000,000.00 CSL
    - \$ 1,000,000 each person
    - \$ 1,000,000 each accident
  - b. Property Damage \$ 1,000,000 each occurrence

**23.0 CERTIFICATES OF INSURANCE**

Within five (5) days after notice of intent to award and prior to award, CONTRACTOR must furnish the **DISTRICT**, at no cost or obligation to the **DISTRICT**, certificates of insurance from all companies as evidence of the amounts and types of insurance required as per Section 22.0.

**24.0 GUARANTEE OF MATERIALS AND WORKMANSHIP**

CONTRACTOR shall guarantee all such work that may prove to be defective in workmanship or material together with any other adjacent work which may be displaced in connection with such replacement within the period of one (1) year from the date of acceptance of the above-mentioned project by the **DISTRICT**; ordinary wear and tear, unusual abuse or neglect are exempt.

In the event of the CONTRACTOR'S failure to comply with the above-mentioned conditions within one week after having been notified in writing by the **DISTRICT**, the CONTRACTOR authorizes the **DISTRICT** to proceed to have said repairs made good at the CONTRACTOR'S expense.

**25.0 WAGE RATES**

Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the California Labor Code, the **DISTRICT** has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of workmen needed to execute the contract. These prevailing rates so determined are available online at [www.dir.ca.gov/dlsr/pwd/](http://www.dir.ca.gov/dlsr/pwd/)

Holiday and overtime work when permitted by law shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified.

There shall be paid each worker of the CONTRACTOR or any of his subcontractors engaged in work on the project not less than the general prevailing wage rate regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR or any subcontractors and such worker.

The CONTRACTOR shall as a penalty to the **DISTRICT**, forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any public work done under the contract by him or any subcontractor under him. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of CONTRACTOR'S, mistake, inadvertence or neglect in failing to pay the correct rate of prevailing wages. A mistake, inadvertence or neglect in failing to pay the correct rate of prevailing wages is not excusable if CONTRACTOR had knowledge of his obligations under Part 7 of Division 2 of the Labor Code. The difference between such stipulated prevailing wage rate shall be paid to each workman by the CONTRACTOR.

Any worker employed to perform work on the project which is not covered by a classification listed in "Wage Rates" shall be paid not less than the minimum rate of wages specified herein for the classification which most nearly corresponds to work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

Pursuant to Labor Code Section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code and similar purposes when the term "per diem wages" is used herein.

Apprentices of any of the above crafts may be employed provided they are properly indentured to CONTRACTOR in full compliance with the provision of Section 1777.5 of the Labor Code.

CONTRACTOR and each subcontractor shall keep or cause to be kept an accurate record showing the name, occupation, actual hours worked and actual per diem wages paid to each workman employed by him in connection with this public work. Such record shall be open at all reasonable hours to inspection by **DISTRICT**, its officers and agents and to Chief, Division of Labor Law Enforcement of the State Department of Industrial Relations, State of California, his deputies and agents.

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

**26.0 HOURS OF WORK**

As provided in Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 7 of the California Labor Code, eight hours of labor constitutes a legal day's work. The time of service of any workman employed at any time by the



CONTRACTOR or by the work or upon any part of the work contemplated by this contract is limited and restricted to eight hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided.

CONTRACTOR shall, as a penalty, forfeit twenty-five dollars (\$25) for each workman employed in the execution of the contract by the CONTRACTOR or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week.

Notwithstanding the provisions set forth, work performed by employees of CONTRACTOR in excess of eight hours per day and forty (40) hours during any one week upon this public work shall be permitted compensation of all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. Any work necessary to be performed after regular working hours or on Sundays or other holidays shall be performed in accordance with all California labor codes and without additional expense to DISTRICT.

#### **27.0 NON-DISCRIMINATION**

In the performance of this Contract, CONTRACTOR agrees that it will not engage in nor permit such subcontractors as it may employ to engage in the unlawful discrimination against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act as set forth in Government Code Section 12900 et seq. and all applicable regulations promulgated thereunder, including all amendments thereto.

The CONTRACTOR hereby assures that it will comply with the Americans with Disabilities Act of 1990, 42 USC Sections 12101 et seq., to ensure that disabled individuals shall be reasonably accommodated in accordance with the Act, and the CONTRACTOR 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 Contract.

#### **28.0 PROTECTION OF WORK AND PROPERTY**

CONTRACTOR shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this Contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the DISTRICT. All work shall be solely at the CONTRACTOR'S risk. He shall adequately protect adjacent property from loss or damage as provided by law and contract documents. CONTRACTOR shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to premises where work is being performed. He shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workmen and the public and shall post danger signs warning against hazards created by such features in the course of work. He shall designate a responsible member of his organization on the work whose duty shall be prevention of accidents. Name and position of person so designated shall be reported to the DISTRICT by CONTRACTOR.

In an emergency affecting safety of life, work or adjoining property, CONTRACTOR, without special instruction or authorization from DISTRICT, is hereby permitted to act at his discretion to prevent such threatened loss or injury, and he shall so act, without appeal, if so authorized or instructed by DISTRICT. Any compensation claimed by CONTRACTOR on account of emergency work shall be determined by agreement.

CONTRACTOR shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances and tools against damage by weather conditions.

CONTRACTOR shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property and structures, and to avoid damage thereof and repair any damage thereto caused by work operations.

CONTRACTOR shall (unless the requirements are waived by the DISTRICT) enclose working area with a substantial barricade and arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities.

Deliver materials to site over route designated by DISTRICT.

Confine the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of DISTRICT. CONTRACTOR shall not unreasonably clutter premises with his materials and enforce all instructions of DISTRICT regarding signs advertising, fires, danger signals, barricades and smoking and require that all persons employed on work comply with all regulations while on site.

Should the CONTRACTOR encounter material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) on the site which has not been rendered harmless, the CONTRACTOR shall immediately stop work in the affected area and notify the DISTRICT of the condition in writing. Work in the affected area shall not be resumed except by written agreement of the DISTRICT and CONTRACTOR if the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or PCB or when it has been rendered harmless.

The CONTRACTOR shall not be required to perform, without consent, any work relating to asbestos or PCB.

It is further expected and understood that the CONTRACTOR will perform all repairs, maintenance and installation in accordance with generally accepted safety practices and shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during the performance of work. This requirement will apply continuously and not be limited to normal working hours.

#### **29.0 ASSIGNMENT**

CONTRACTOR shall not assign this contract or any part thereof without prior written consent of the DISTRICT. Any assignment of money to become due under this contract shall be subject to a prior lien for services rendered or materials supplied for performance of work called for under said contract by all persons, firms or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Code of Civil Procedure and the Government Code.

#### **30.0 TERMINATION**

Without limiting any rights or remedies which DISTRICT may have in the event of any default by CONTRACTOR, DISTRICT shall have the right, upon ten (10) days prior written notice to CONTRACTOR, to terminate this Agreement at any time and without cause prior to complete delivery. Such termination shall be without any obligation or liability to CONTRACTOR other than payment of charges for the value of work performed, and for necessary expenditures which can be established by CONTRACTOR as having been reasonably incurred prior to the time that notice of termination is given.

#### **31.0 NOTICE AND SERVICE THEREOF**

Any notice from one party to the other under the contract shall be in writing and shall be dated and signed by party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless serviced in one of the following manners:

**31.1** If notice is given to DISTRICT, by personal delivery to DISTRICT or by depositing same in United States mail, enclosed in a sealed envelope, addressed to DISTRICT, postage prepaid and registered.

**31.2** If notice is given to CONTRACTOR, by personal delivery to said CONTRACTOR, or by depositing same in United States mail, enclosed in a sealed envelope, addressed to said CONTRACTOR at his regular place of business or at such other address as may have been established for the conduct of work under this contract, postage prepaid and registered.

**31.3** If notice is given to surety or other persons, by personal delivery to such surety or other person/s or by depositing same in United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by him to the party giving notice, postage prepaid and registered.

#### **32.0 SEVERABILITY**

If any provision of the Agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way effect the validity or enforceability of the remaining provisions of this Agreement, which shall remain valid and enforceable according to its term.

#### **33.0 GOVERNING LAW**

This Agreement shall be governed and interpreted in accordance with the laws of the State of California.

#### **34.0 PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

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

#### **35.0 AMENDMENTS**

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

#### **36.0 ENTIRE AGREEMENT**

This Agreement contains all the agreements and understandings between the parties with respect to the subject matter hereof. No agreement or other understanding in any way modifying the terms hereof will be binding unless made in writing as a modification or amendment to this Agreement and executed by both parties. The failure of the DISTRICT to insist on strict performance shall not constitute a waiver of the provisions of this Agreement or a waiver of any other default by the CONTRACTOR. All prior agreements, representations, statements, negotiations and undertakings whether oral or written are superseded hereby.

#### **37.0 EFFECT OF WAIVER**

No term or provision hereof shall be deemed waived and no breach excused, unless such waiver of consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse of any other or subsequent breach.

#### **38.0 COVENANT AGAINST GRATUITIES**

CONTRACTOR warrants by signing hereon that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the CONTRACTOR or any agent or representative of CONTRACTOR, to any officer or employee of the DISTRICT with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, DISTRICT shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the DISTRICT in procuring on the open market any items, which CONTRACTOR agreed to supply, shall be borne and paid for by the CONTRACTOR. The rights and remedies of DISTRICT provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

### **39.0 PROTEST**

CONTRACTOR'S may protest the recommended award, provided the protest is in writing, contains the bid number and is delivered to the address listed for submission of bid documents, and submitted within five (5) calendar days from the date on which the bid was opened.

Grounds for a protest is that DISTRICT failed to follow the selection procedures and adhere to requirements specified in the bid documents or any addenda or amendments; there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. Seq.; or violation of any State or Federal law. Protests will not be accepted on any other grounds. All protests will be handled by a panel comprised of DISTRICT staff.

DISTRICT will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting bidder within seven (7) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

A bidder may protest a bid award if he/she believes that the award was not in compliance with law, Board policy, or the bid specification. A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee also may convene a meeting with the bidder in order to attempt to resolve the problem.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide notice to the bidder of the date and time for Board consideration of the protest at least three business days before the Board meeting. The Board's decision shall be final.

### **40.0 RESOURCE CONSERVATION**

DISTRICT is fully committed to providing a safe and healthy school or work environment for students, families, and staff. DISTRICT will promote the conservation of resources through "Green Practices" and take a proactive and preventative approach in the areas of purchasing, new construction, maintenance, and operations. Forms for this purpose will be furnished to the successful CONTRACTOR.

### **41.0 NON-COLLUSION**

Any efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful. Public Contract Code 7106 requires all bidders to submit a non-collusion declaration. Forms for this purpose are furnished with the bid documents.

### **42.0 LIQUIDATED DAMAGES**

CONTRACTOR shall not be charged liquidated damages because of any delay in completion of work due to unforeseeable causes beyond his control including, but not restricted to, acts of God or public enemy, acts of Government, acts of DISTRICT or anyone employed by him or acts of another CONTRACTOR in performance of a contract with DISTRICT, fires, floods, epidemics, quarantine restrictions, strikes, freight and embargoes or delays of subcontractor due to such causes. Exceptions to work commencing would be for notifications received that would cause work to start on a Saturday or Sunday. Such notification and work commencing start dates should be coordinated with the DISTRICT or his authorized representative.

The amount of liquidated damages for failure to comply shall be **Two Hundred Fifty Dollars (\$250.00)** per calendar day, unless mutually agreed to by DISTRICT and CONTRACTOR.

### **43.0 CLEAN UP**

CONTRACTOR shall at all times keep premises free from debris such as waste, rubbish and excess materials and equipment caused by this work. CONTRACTOR shall not leave debris under, in or about the premises.

### **44.0 ACCEPTANCE OF WORK**

**44.1** To establish Acceptance of Work, the CONTRACTOR shall participate in a final walk-through with the DISTRICT. A punch list of items to be completed or corrected by the CONTRACTOR will be established. Failure to include an item on such list does not alter the responsibility of the CONTRACTOR to complete all work in accordance with the contract documents. Items of work that are identified subsequent to the date of the punch list as being an item of work that is to be completed or corrected by the CONTRACTOR shall be addressed.

- 44.2** The CONTRACTOR shall proceed without delay and within a reasonable period of time to correct and complete all items on the list (Unless agreed to by the DISTRICT in advance, "a reasonable period of time" to correct and complete all items on the list shall be deemed to mean twenty-five (25) days or less.).
- 44.3** Acceptance of final payment by the CONTRACTOR shall constitute a waiver for claims by the CONTRACTOR except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of Final Application for Payment. The making of final payment shall constitute a waiver of claims by the DISTRICT except those arising from:
- 44.3.1** Liens, claims, security interests or encumbrances arising out of the contract and unsettled.
  - 44.3.2** Failure of the Work to comply with the requirements of the Contract Documents.
  - 44.3.3** Terms of warranties and guarantees required by the Contract Documents.
- 44.4** In the event of a dispute between the DISTRICT and CONTRACTOR, the DISTRICT may, pursuant to the provisions of Public Contract Code Section 7107, withhold from the final payment an amount not to exceed 150 percent of the disputed amount.
- 44.5** In the event any stop notice filed by a subcontractor or supplier of material, equipment, labor or services results in the commencement of any court action involving the DISTRICT, CONTRACTOR agrees to hold the DISTRICT harmless from any and all costs of said action and shall pay or reimburse the DISTRICT for all reasonable costs, including attorneys' fees, arising out of said action.

**45.0 FINANCIAL RELATIONSHIP DISCLOSURE**

Public Contract Code 3006 requires an architect, engineer who provides professional services related to the project shall disclose any financial relationships prior to the time professional services are engaged. A Form for this purpose is furnished with the bid documents.

**46.0 BRAND NAMES**

Brand names are specified for descriptive purposes only. If the CONTRACTOR is proposing brands not listed in the bid document CONTRACTOR shall state the brand name and number CONTRACTOR is bidding. If no notations appear, it is understood that the CONTRACTOR is quoting on the exact brand name and number requested. If more than one (1) brand name is specified, CONTRACTOR must indicate which brand they are bidding on. When proposing materials other than those specified, CONTRACTOR must provide a product sample, product specification sheet, brochure or information complete enough to fully describe the alternate item.

It is the CONTRACTOR'S responsibility to provide such information with his/her bid package. Bids submitted without complete descriptive information may be rejected. The DISTRICT shall be the sole judge as to whether such deviations are, in fact, substantially equal to those set forth and whether such deviations are acceptable. All products bid must be new and not reconditioned. In all cases, the CONTRACTOR must guarantee his products from defects.

**47.0 CONFLICT OF INTEREST**

Contractor represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance or services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by the Contractor.

Contractor will take all necessary steps to avoid the appearance of a conflict of interest and shall have duty to disclose to the District prior to entering this Agreement any and all circumstances existing at such time which would pose a potential conflict of interest.

**48.0 BIDDER INVESTMENTS IN IRAN**

Subject to certain exceptions, the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) prohibits a party that engages in investment activities in Iran, as described in Public Contract Code Section 2202.5, from entering into any contract of \$1,000,000 or more for goods or services to be provided to a public entity. Each bidder must complete, execute, and submit with its bid the "Certification Regarding Iran Contracting Act" form included in the Required Bidding Forms.

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## SPECIFICATIONS & SPECIAL TERMS AND CONDITIONS

### SCOPE OF WORK

#### RIALTO UNIFIED SCHOOL DISTRICT DISTRICT WIDE - PAVING PROJECT BID # 20/21-002

The Rialto Unified School District (DISTRICT) is seeking a contractor (CONTRACTOR) to provide paving services district wide, located within Rialto Unified School District. Additional specifications can be found in the section entitled Specifications and Special Terms and Conditions.

### GENERAL

All State of California CONTRACTOR licensing requirements for public schools apply. Any CONTRACTOR providing work under these contracts shall have the appropriate license for the scope of work they are to perform.

The work includes, but is not limited to, the furnishing of all materials and equipment and the completion of paving.

Starting of work without such notification will be considered acceptance by the CONTRACTOR of surfaces involved.

The successful CONTRACTOR shall supply all labor, materials, services, insurance, and equipment to complete the work. The CONTRACTOR shall thoroughly investigate the premises until he/she has a complete understanding of the scope of work mentioned below. Please contact Les Alexander, Maintenance and Operations Director at (909) 820-7863 with any question you may have.

Contract period is from 2/5/2021 – 6/30/2024.

### SCOPE OF WORK

The Scope of Work of the following bid specification is to fill the request of the RIALTO Unified School District for the crack fill, slurry seal coat, overlay, miscellaneous asphalt removal and replacement for sites within the Rialto Unified School District. Specific sites to be determined at upon approval according to written specifications. Specific sites to be determined at upon approval. It is the specific objective to identify the requirement and provide the District with a contract suited and designed to meet its request.

SCOPE OF WORK to include, but not limited to furnishing of materials and equipment, repair, removal and replacement of asphalt at various sites district wide.

Included Work - crack fill, slurry seal coat, overlay, miscellaneous asphalt removal and replacement for sites within the Rialto Unified School District according to the written specifications. As per SCHEDULE provided, which is subject to change.

The work includes the repairs, preparation, and application of all paving components, labor, material services, and documentation for the as described in the Specifications attached herein. The materials accepted by the District must be of a major known brand specified in the **PRODUCTS / MATERIALS** section.

Completion of the Work contract items not completed prior to beneficial daily use and occupancy by the DISTRICT. CONTRACTOR shall be assessed liquidated damages and CONTRACTOR will complete remaining unfinished work before or after 7:00 AM and 4:00 PM operation hours or as designated by the DISTRICT Representative. Overtime costs and/or premium time costs incurred for completion of contract items are the sole responsibility of the CONTRACTOR and are considered part of the Base Bid. The DISTRICT will not consider additional compensation for punch list and contract items unless a part of a previously approved change order.

The District will not provide measurements for these projects. All measurements will be the sole responsibility of the CONTRACTOR.

### SUBMITTALS

The work described is anticipated to start 2/5/2021. The period for submission of required submittals shall commence on the date of the Notice of Award. All sites need to be completed by 6/30/2024.

The schedule for the Project is based on a consecutive calendar day schedule. The CONTRACTOR's bid shall include all overtime and premium time costs associated with the execution of the Project based on the requirements listed above.

CONTRACTOR shall submit manufacturer's technical information including manufacturer's name, product number, item label analysis and application instructions for each material proposed for use and shall include manufacturer's product data sheet for each product indicating composition and percent by weight. Certification by the manufacturer that products supplied complies with local regulations controlling use of volatile organic compounds (VOC's).

Submittals for approval as equal shall be provided 10 (ten) working days prior to bid.

Submittal procedures shall be as described in specifications attached herein.

Do not proceed with work until product submittal has been approved by RIALTO Unified School District.

## **SITE CONDITIONS AND SCHEDULE**

RIALTO Unified School District will provide the successful CONTRACTOR a final paving schedule by 2/5/2021. CONTRACTOR can anticipate that schedule will be performed after normal school hours, (3:00 p.m. - 10:00 p.m.) or on weekends and holidays as well non-attendance days (Winter Break, Spring Break, etc.) weather permitting. No work is to be performed when students are on campus including afterschool and/or Saturday School or extracurricular activities. Check with Grounds Supervisor for site availability.

CONTRACTOR shall comply with construction hours as mandated by RIALTO USD for both renovation and new construction.

Work may be conducted during Saturdays and evening hours, only when written notification. If the CONTRACTOR, SUBCONTRACTORS, elects to work other than normal working hours, more than eight (8) hours per day, or more than forty (40) hours per week, on items that require inspection by the DISTRICT's inspector, the premium cost of the overtime pay for the inspector shall be deducted from the Contract. The CONTRACTOR's Superintendent or an approved alternate shall be present at the site at all times when the CONTRACTOR or his SUBCONTRACTORS are performing work at the site.

No paving work will be allowed while students or staff are present.

CONTRACTOR shall ensure that all utility shutdowns are scheduled during off hours and temporary power required for trades to continue Working on this scope of Work under Contract shall be supplied by the CONTRACTOR. CONTRACTOR shall provide written notification to Construction Manager forty-eight (48) hours in advance of any shutdowns and/or interruptions to any site utilities. CONTRACTOR shall ensure that temporary power is available for DISTRICT use at Project Site during said shutdowns.

## **CONTRACTOR'S USE OF PREMISES**

Site restrooms are unavailable. CONTRACTOR shall provide portable lavatories at each location if required. Portable lavatories shall be immediately removed following completion of this project. Area containing portable lavatory and within five (5) feet of lavatory shall be thoroughly washed down at the completion of the project.

CONTRACTOR shall move any ITEMS in his or her area, which interferes with his or her operations. CONTRACTOR is also responsible for protection and dust control of the DISTRICT's property within the work area. CONTRACTOR shall leave the premises and the items in a clean state at the conclusion of Work in process, or at conclusion of each Workday, whichever comes first.

Within existing facilities, CONTRACTOR will remove and replace portable equipment, furniture, and supplies from Work areas as necessary to perform the Work. CONTRACTOR shall cover and protect remaining and replace portable equipment, furniture, and supplies in areas of the Work.

CONTRACTOR shall confine entrance and exiting to the Project site and/or facilities to routes designated by the DISTRICT and/or DISTRICT Agent(s).

CONTRACTOR shall secure building entrances, exits, and Work areas with locking devices as required by the DISTRICT and/or DISTRICT Agent(s).

CONTRACTOR assumes custody and control of DISTRICT and/or DISTRICT Agent(s) property, both fixed and portable, remaining in existing facilities vacated during the Work.

CONTRACTOR shall coordinate the work of all trades with the DISTRICT and/or DISTRICT Agent(s). CONTRACTOR shall sequence, coordinate, and perform the Work to impose minimum hardship on the operation and use of the existing facilities improvements, Project site property, and new Work against dust, dirt, weather, damage, vandalism, and maintain and relocate all protection to accommodate progression of the work.

## **DELIVERY AND STORAGE**

Delivery of materials to job site shall be in original, new and unopened packages and containers bearing manufacturer's name and label, and following information:

- 1) Name of title of material.
- 2) Fed. Spec. number, if applicable.
- 3) Manufacturer's stock number and date of manufacturer.
- 4) Manufacturer's name.
- 5) Type of Material.
- 6) Contents by volume, for major pigment and vehicle constituents.
- 7) Thinning instructions.
- 8) Application instructions.
- 9) Item specification and identification.

The CONTRACTOR shall provide adequate storage container or temporary fence to be stored in a suitable location designated by the District Maintenance Representative in compliance with health and fire regulations. Restrict access, only available to authorized personnel.

No material shall be disposed of by using site storm drains or any other method of disposal on the school site property.

Material shall be stacked no more than 5 feet high, and put in a designated area. Keep such storage place neat and clean. All damage to storage area or to its surroundings shall be cleaned, repaired and refinished and otherwise made good to satisfaction of District.

On-site storage of material and equipment shall be at the discretion of the District; however, the RIALTO Unified School District shall not be responsible for any loss or damage resulting from theft, vandalism, accident, or act of God.



## **PAVING SPECIFICATIONS**

Specifications for crack fill, slurry seal coating, overlay, miscellaneous asphalt removal and replacement for school sites within Rialto Unified School District.

### **CRACK CLEANING AND SEALING:**

Work covered in this section includes applying an herbicide and clearing cracks of all vegetation, cleaning pavement cracks greater than 1/8-inch-wide, and cleaning and sealing AC pavement cracks.

Contractor shall submit certificates from suppliers stating compliance of materials with the requirements of this section.

Clean all cracks and blow clean of loose materials with a high-pressure air nozzle to a minimum depth of one (1) inch and to the satisfaction of the DISTRICT'S Grounds Maintenance Supervisor, inspector, or owner. Loose materials include vegetation, dust, dirt, moisture, old sealant and foreign material. Crack surfaces shall be surface dry at the time the sealant is applied.

Herbicide as necessary, spray in cracks showing evidence of vegetation, as directed by the DISTRICT'S Grounds Maintenance Supervisor or inspector. Application shall be subject to applicable State Laws.

Protection; traffic shall not be allowed on the material until it has cured or until it has been sanded to prevent tracking. No overlays or seal coating shall be placed for at least 24 hours after crack sealing.

Cracks shall be sealed from the bottom up. Sealant material shall be applied so it is flush with the pavement surface. Sealant materials shall be placed in conformance with the manufacturer's recommendations. Seal materials shall be placed when the pavement temperature is below 60 degrees F.

All cracks 1 inch or less shall be filled with sealant as described above.

### **All cracks 1 inch and greater shall be repaired in the following way;**

Grind along crack 18 inches wide to the depth of sub base or a minimum of 3 inches, remove and haul grindings to legal asphalt dump site, compact sub base with stomper, tack edges and sub base, furnish and place a minimum of 3 inches of PG64-10 3/8 asphalt, compact for a smooth and level finish with surrounding asphalt, tack and sand patch edges in parking lots, do not tack edges in playground.

### **For parking lot crack repairs;**

A hot-pour emulsified sealer material, Crafcro Parking Lot Sealer or approved equal, shall be furnished and applied by the contractor.

Crack sealant material can be stored for periods of up to one month from manufacture.

The crack sealant shall contain no volatile organic compounds which contribute to air pollution. Equipment used by the Contractor for placement shall include "V" squeegees to apply the material.

Application:

Upon placement of sealant, the cracks shall be covered with sand to prevent tracking. The exact spread rate of sand cover will be determined by the DISTRICT'S Grounds Maintenance Supervisor during placement operation.

### **Asphalt Removal & Replacement**

Removal and replacement of asphalt will consist of full depth saw cutting of marked perimeter and full depth removal of all materials.

Remove and haul away all asphalt and debris from job site to legal asphalt dump site, compact base with stomper/whacker. All edges of saw cut existing pavement shall be clean of dirt, dust and debris and have a coat of SS-1H tack oil applied prior to the course of hot asphalt being laid. Furnish and place a minimum of 4 inches of PG 64-1022" maximum aggregate asphalt, compact for a smooth and level finish with surrounding asphalt, tack and sand patch edges in parking lots.

### **MEASUREMENT AND PAYMENT:**

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for cold-pour crack sealing shall be included in the contract lump sum price paid for "Crack Cleaning & Sealing... Only". Compensation shall include, crack cleaning, herbicide

application, crack filing, sanding, traffic control and final cleanup.

The price shall include full compensation for furnishing all labor, tools, materials, equipment and incidentals necessary to complete the work, in place and no addition payment will be made therefore.

#### **SURFACE SEAL COAT:**

**GENERAL;** This work shall consist of preparing the surface of existing asphalt concrete pavement and applying a two (2) separate seal coats of Top Guard Seal Coat with 2% Poly-Glass and 5 lbs. of sand per gallon of Poly-Glass. The seal coat composed of a petroleum asphalt emulsion and mineral aggregate. Contractor shall furnish all materials, labor, equipment, tools and incidentals for doing all of the work necessary to seal coat the areas designated on the plans and/or as directed by the DISTRICT'S Maintenance Supervisor.

**MATERIALS:** the asphalt emulsion seal coat material to be furnished and applied by the Contractor shall be (Overkote) Slurry Seal Coat "Diversified Asphalt Products" (714-449-8666) or GoldStar (GoldCoat) Slurry Seal Coat #310 GoldStar Asphalt Products (888-770-7325) or approved equal. All seal coat materials will have 2 percent latex added by the manufacture.

**NOTE: Coal tar emulsion will be allowed.**

Seal coat material delivered for use on the job site shall conform to the manufacturer's specifications and recommendations.

Dilution of seal material with water for ease of application shall be in accordance with the manufacturer recommendations. Any water addition shall be carefully measured into a known volume of seal material.

Dilution of seal material with water for ease of application shall be in accordance with the manufacturer recommendation. Any water shall be carefully measured into a known volume of seal material.

Aggregate shall be either natural or manufactured product composed of clean, hard, durable particles free from dirt, organic matter or other deleterious substances.

The Contractor shall provide to the DISTRICT'S Grounds Maintenance Supervisor, Inspector or Owner a certificate from the supplier of the seal coat material giving the trade name of the sealer and verification that the sealer conforms to the specifications.

**APPLICATION:** All surfaces to be sealed shall be cleaned to remove all organic materials, sand, dust and clay. Prior to placing the seal, cracks shall be filled. Accumulations of oil and grease that may adversely affect seal coat bonding shall be removed by grinding, scraping, torching, or scrubbing with an effective industrial detergent.

**Oil spots that have traveled to a depth of more than 3/8" shall be cleaned and leveled with a maximum 3/8" fine AC mixture prior to the placement of the surface seal.**

Any areas exhibiting severe raveling shall be pre-coated using the above described composition of seal coat material. After proper cleaning the material shall be squeegee applied to a thickness that fills at least 75% of the surface voids present. This material shall be fully cured prior to the standard application of seal coat material.

#### **PAVEMENT STRIPING AND MARKINGS**

All striping and painting shall be applied within (24) hours.

All striping, curb painting and stenciling must be re-painted per existing layout unless otherwise notified by DISTRICT. Excluding maps and specialty designs.

Paint for traffic control, hardcourt and parking stalls shall conform to the following:

White	Dunn Edwards Vin-L-Stripe #W801-1, Sinclair # VX-25-11, or equal
Yellow	Dunn Edwards Vin-L-Stripe #W801-2, or equal
Blue	Dunn Edwards Vin-L-Stripe #W801-6, Blue color shall match Color No. 15090 per Federal Standard 595B
Red	Dunn Edwards Vin-L-Stripe #W801-3, #W801-3, or equal

Seal shall neither be applied to a wet surface nor when rain or freezing weather is expected within (24) hours. Air and pavement temperature at time of application shall be between 60 and 95 degrees-F and no seal coat shall be applied when the air temperature is 60 degrees F or less.

Also, other conditions are as follows:

Minimum four (4) hours of sunshine expected in next ten (10) hours, relative humidity below 50% and wind speed minimum of five (5) miles per hour.

Surface seal shall be applied in two coats using these application rates: If you have a very smooth surface 20-22 gallons per 1,000 square feet; for medium surface at 30 gallons per 1,000 square feet; on a rough surface about 45 gallons per 1,000 square feet, and on excessively rough surface 50 gallons per 1,000 square feet.

The Contractor may, based on his own experience, apply seal coat during favorable drying conditions when one major positive factor in drying such as sunshine, surface temperature, high air temperature, or low humidity compensate for other negative factors. Prior to placing the first coat of seal coat in exceptionally hot weather, the surface shall be dampened with water. All excess water shall be removed to leave the surface only slightly damp.

Seal coat needs to completely dry and not applied before rain or humid weather is expected and should not be subjected to heavy traffic earlier than 6 to 24 hours after application. Additionally, 4 to 24 hours drying time is recommended between successive applications, depending on the drying conditions. Second coat will not be applied until the DISTRICT'S Grounds Maintenance Supervisor has signed off on the first applied coat.

The first coat shall be squeegee-applied to the surface using a self-propelled squeegee buggy. The second coat shall be squeegee-applied directly to the surface using a self-propelled squeegee buggy. **NO SQUEEGEE TRACTOR APPLIED PRODUCT WILL BE ALLOWED.**

The DISTRICT'S Grounds Maintenance Supervisor has the right to ask the contractor to perform a squeegee demand test in their presence prior to commencement of seal coating.

Spread rate of application for each coat shall be not less than 90 percent of the rate of demand determined by squeegee applications of the specified material on the representative surfaces of the areas to be sealed. The Contractor shall provide scale weight tickets or other evidence of product delivery which shall identify the product and the project. The tickets shall show the weight or volume of seal coat material delivered and the date of delivery and to what location.

Contractor shall be responsible for protection of newly placed materials from damage by traffic, weather or other forces until fully cured. All seal coat areas damaged by any force prior to acceptance of the work shall be corrected by the Contractor at his expense.

#### **PAVEMENT TRAFFIC STRIPING AND MARKING:**

All surfaces designated shall be given one coat of paint. The paint shall be applied only when the pavement is dry and clean. Under inclement weather conditions or when temperature is below 50 degrees F. painting will not be permitted.

Cleaning immediately before applying the paint, the pavement surface shall be thoroughly cleaned of all dust, dirt, sand, scale, water, oil, grease or other objectionable matter. Solvent material that will damage shall not be used as cleaning agents. All pavement surfaces to be painted shall immediately prior to painting be given a final cleaning by means of power broom and a power blower using compressed air following the brooming.

Tolerances: Traffic and parking and marking shall be within 2 inches of the alignment as shown. Size of markings and striping shall be within 12 inch of the dimensions shown on the drawings.

Application: Immediately following the preparation of the pavement surface, the traffic and parking striping shall be applied with a traffic stripe painting machine. The paint shall be applied at the rate of 100 to 110 square feet per gallon of paint. The stripe painting machine shall have a compressor capacity of at least 105 cubic feet and be capable of operating at an air pressure of 125 psi. All lines shall be 4" wide unless otherwise noted.

Equipment: The paint shall be mechanically agitated while the machine is in operation. The striping machine shall be equipped with a pointer so designed that the machine will hold exactly to the alignment. The propelling vehicle shall be equipped with a speedometer or tachometer, and with a suitable device for determining the quantity of paint in the container. The paint container and spray nozzles on the machine shall be thoroughly cleaned before starting each day's work. The stripe shall be of the required to protect the painting operations and the finished work The Contractor shall repaint, to the applicable specification, at his own expense, any portion of the strip damaged by any type of traffic within 24 hours after stripe has been applied.

### Paving Project Schedule

Schedule A	Schedule B	Schedule C
Year 1	Year 2	Year 3
<i>2/1/2021 – 6/30/2022</i>	<i>7/1/2022 – 6/30/2023</i>	<i>7/1/2023 – 6/30/2024</i>
Bemis Elem.	Dollahan Elem.	Werner Elem.
Boyd Elem.	Fitzgerald Elem.	Kucera MS
Casey Elem.	Garcia Elem.	Carter HS
Curtis Elem.	Henry Elem.	Milor / Zupanic HSs
Dunn Elem.	Hughbanks Elem.	PDC
Kelley Elem.	Kordyak Elem.	KEC
Preston Elem.	Morgan Elem.	DRC
Frisbie MS	Morris Elem.	CNG
Jehue MS	Myers Elem.	M & O
Kolb MS	Simpson Elem.	
Rialto MS	Trapp Elem.	
Eisenhower HS	Rialto HS	

**SITE VISIT CERTIFICATION**

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

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

I fully indemnify **RIALTO UNIFIED SCHOOL DISTRICT**, and all of it's respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit to each of the sites.

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(Signature of Bidder)

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(Typed name of Bidder)

**BID PROPOSAL - COST PAGE**

**BID AMOUNT**

**TOTAL CASH PURCHASE PRICE IN WORDS** \_\_\_\_\_

\_\_\_\_\_ (\$ \_\_\_\_\_), including all applicable taxes.

CONTRACTOR to provide a cost per site:

<b>Schedule A</b>	
Year 1	
2/1/2021 – 6/30/2022	
<i>SITE</i>	<i>COST</i>
Bemis Elem.	
Boyd Elem.	
Casey Elem.	
Curtis Elem.	
Dunn Elem.	
Kelley Elem.	
Preston Elem.	
Frisbie MS	
Jehue MS	
Kolb MS	
Rialto MS	
Eisenhower HS	

<b>Schedule B</b>	
Year 2	
7/1/2022 – 6/30/2023	
<i>SITE</i>	<i>COST</i>
Dollahan Elem.	
Fitzgerald Elem.	
Garcia Elem.	
Henry Elem.	
Hughbanks Elem.	
Kordyak Elem.	
Morgan Elem.	
Morris Elem.	
Myers Elem.	
Simpson Elem.	
Trapp Elem.	
Rialto HS	

<b>Schedule C</b>	
Year 3	
7/1/2023 – 6/30/2024	
<i>SITE</i>	<i>COST</i>
Werner Elem.	
Kucera MS	
Carter HS	
Milor / Zupanic HSs	
PDC	
KEC	
DRC	
CNG	
M & O	

District Wide Paving Project TOTAL \$ \_\_\_\_\_

**COMPANY INFORMATION**

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

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

Telephone Number (\_\_\_\_) \_\_\_\_\_ Fax Number (\_\_\_\_) \_\_\_\_\_

DIR Registration No. \_\_\_\_\_

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

E-mail address: \_\_\_\_\_

Authorized Representative \_\_\_\_\_

Signature \_\_\_\_\_

Authorized Representative

**BID FORM/SIGNATURE PAGE**

The undersigned having carefully examined the Notice to Contractors Calling for Bids, the Specifications, and all contract documents for the proposed DISTRICT WIDE - PAVING PROJECT Services bid the following:

**ADDENDA:** The undersigned has thoroughly examined any and all Addenda issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda).

Addendum No. _____	Date Received _____	Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____	Addendum No. _____	Date Received _____

Authorized Representative \_\_\_\_\_

Signature \_\_\_\_\_

Authorized Representative

**REFERENCE SHEET**

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

Please provide the names and phone number of three (3) projects of similar type and extent.

Company Name:	
Contact Name:	
Phone Number:	Fax Number:
Value of Contract:	
Description of Work:	

Company Name:	
Contact Name:	
Phone Number:	Fax Number:
Value of Contract:	
Description of Work:	

Company Name:	
Contact Name:	
Phone Number:	Fax Number:
Value of Contract:	
Description of Work:	

The undersigned certifies (or declares) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



**DESIGNATION OF SUBCONTRACTORS**

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code commencing at Section 4100) and any amendments thereof, each bidder shall set forth below:

- (a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime contractor's total bid or ten thousand dollars (\$10,000.00), whichever is greater.
- (b) The portion of the work to be done by each subcontractor under this act.

The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

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

No prime contractor whose bid is accepted shall:

- (a) Substitute any subcontractor,
- (b) Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid or;
- (c) Sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

A prime contractor violating any of the provisions of Section 4100 of the Public Contract Code shall be deemed to be in violation of this contract and the District may exercise the option, in its own discretion, of (1) canceling the contract or (2) assessing the prime contractor a penalty in an amount of not more than 10 percent of the amount of the subcontract involved.

As of March 1, 2015, all contractors bidding on a public works project must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

**DESIGNATION OF SUBCONTRACTORS**  
*To Be Submitted with Bid*

<b>SUBCONTRACTORS LIST</b>		
<i>All Subcontractors in excess of 1/2 of 1% of total bid must be listed.</i>		
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
PHONE:		
LICENSE NO.	EXPIRATION DATE:	CLASS:
DIR REGISTRATION NO.		
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
PHONE:		
LICENSE NO.	EXPIRATION DATE:	CLASS:
DIR REGISTRATION NO.		
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
PHONE:		
LICENSE NO.	EXPIRATION DATE:	CLASS:
DIR REGISTRATION NO.		
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
PHONE:		
LICENSE NO.	EXPIRATION DATE:	CLASS:
DIR REGISTRATION NO.		

\_\_\_\_\_

PROPER NAME OF BIDDER

\_\_\_\_\_

SIGNATURE

**WORKERS' COMPENSATION CERTIFICATION**  
*To Be Submitted with Bid*

Labor Code Section 3700:

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

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

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

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

\_\_\_\_\_  
Bidder Name (Print)

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

\_\_\_\_\_  
Signature

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

**NON-COLLUSION DECLARATION**  
*To Be Submitted with Bid*

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on:

\_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_.  
(date) (city) (state)

\_\_\_\_\_  
Bidder Name (Print)

\_\_\_\_\_  
Signature

**FINANCIAL RELATIONSHIP DISCLOSURE**

*To Be Submitted with Bid*

(a) (1) An architect, or engineer who provides professional services related to a paving project shall disclose any financial relationships by completing and signing the certification set forth in subdivision (b) prior to the time professional services are engaged. A materials manufacturer, contractor, or vendor involved in a bid or proposal for a paving project shall disclose any financial relationships by completing and signing the certification set forth in subdivision (b) when the award is made. The architect, engineer, materials manufacturer, contractor, or vendor shall provide the certification to the district.

(2) An architect, engineer, materials manufacturer, contractor, or vendor shall not disclose a financial relationship in which that person or entity is a stockholder of a corporation the stock of which is listed for sale to the general public on a national securities exchange and registered with the United States Securities and Exchange Commission, if the person or entity holds less than 10 percent of the outstanding stock entitled to vote at the annual meeting of the corporation.

(3) An architect, contractor, engineer, materials manufacturer, or vendor who knowingly provides false information or fails to disclose a financial relationship pursuant to this section shall be liable to the district for any costs to the district that are reasonably attributable to excess or unnecessary costs, when compared to competing bids, incurred by the district as a result of the undisclosed financial relationship.

(b) I, \_\_\_\_\_ Name , \_\_\_\_\_ Name  
of Employer, certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the paving project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. Furthermore, I, \_\_\_\_\_ Name ,  
\_\_\_\_\_ Name of Employer , certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, materials manufacturer, distributor, or vendor that is not disclosed below.

I, \_\_\_\_\_ Name , \_\_\_\_\_ Name  
of Employer , have the following financial relationships with an architect, engineer, materials manufacturer, distributor, or vendor, or other person in connection with the following paving project contract: \_\_\_\_\_ Name and  
Address of Building, Contract Date and Number

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

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

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

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

(c) Any person who knowingly provides false information or fails to disclose a financial relationship in the disclosure set forth in subdivision (b) shall be subject to a civil penalty in an amount up to one thousand dollars (\$1,000), in addition to any other available remedies. An action for a civil penalty under this provision may be brought by any public prosecutor in the name of the people of the State of California.

**CERTIFICATE REGARDING DRUG-FREE WORKPLACE**  
*To Be Submitted with Bid*

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 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Bidder 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 (1) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement

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

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

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

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

\_\_\_\_\_  
Bidder Name (Print)

\_\_\_\_\_  
Signature

RIALTO UNIFIED SCHOOL DISTRICT  
MAINTENANCE & OPERATIONS DEPARTMENT

DISTRICT WIDE – PAVING PROJECT  
BID # 20/21 - 002

Attachment No. 2 to Agreement  
CRIMINAL BACKGROUND INVESTIGATION  
CERTIFICATION (Contractor)

The undersigned does hereby certify to the governing board of the RIALTO UNIFIED SCHOOL DISTRICT ("District") as follows:

1. That I am a representative of \_\_\_\_\_ ("Contractor"), currently under contract ("Contract") with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of the Contractor.
2. That Contractor has complied with the fingerprinting and criminal background investigation requirements of California Education Code section 45125.1 and 45125.2 with respect to all Contractor's employees and subcontractors who may have contact with District pupils in the course of providing services pursuant to the Contract, and that the California Department of Justice has determined that none of Contractor's employees (or employees of any subcontractors of Contractor) has been convicted of a felony, as that term is defined in Education Code section 45122.1.
3. That a complete and accurate list of Contractor's and subcontractor's employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto:
  - A. When students are present, contractor shall provide the installation of a physical barrier at the work-site to limit contact with pupils.
  - B. In the event an employee of the entity has not yet been ascertained to have, or have not, been convicted of a violent or serious felony by the Department of Justice (DOJ), said employee shall be continually monitored by a supervisor, who has been cleared by the Department of Justice, whenever students are present.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Contractor

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

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

**RIALTO UNIFIED SCHOOL DISTRICT**

**BID BOND**

KNOW ALL MEN BY THESE PRESENT, 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 \_\_\_\_\_ (phone number) \_\_\_\_\_ ) are held and firmly bound unto the RIALTO UNIFIED SCHOOL DISTRICT, hereinafter called the District, in the penal sum of TEN THOUSAND DOLLARS, (\$10,000) of the Principal submitted to the said District for the work described below for the payment of which sum is lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_, \_\_\_\_\_, for the project known generally as:

**BID #20/21-002  
DISTRICT WIDE - PAVING PROJECT**

NOW THEREFORE, the Principal shall not withdraw said bid within **SIXTY (60)** days after said opening; and the Principal, when given Notice of Award, shall within **TEN (10)** days after the prescribed forms are presented to him for signature, return executed copies of the Agreement to the District, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies if the latter amount be in excess of the former, together with all costs incurred by the District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

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

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

IN WITNESS WHEREOF the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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)

\_\_\_\_\_  
Principal

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

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

(Corporate Seal)

\_\_\_\_\_  
Surety

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

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

(Attach Attorney-in-Fact Certificate)



**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the Rialto Unified School District identified as "District", has given to \_\_\_\_\_ hereinafter designated as the "Principal", a Notice of Intent to Award Contract for the work described as follows:

**DISTRICT WIDE - PAVING PROJECT  
BID #20/21-002**

WHEREAS, said Principal is required under the terms of said Notice to furnish a Bond for the faithful performance of such Notice.

NOW THEREFORE, we, the 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 District, in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), 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 the above bound Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and will and truly keep and perform, the covenants, conditions and agreements as defined in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the times and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the District, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period of one (1) year after the acceptance of the Work by District, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage made evident during the period of one (1) year from the date of acceptance of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, nothing in this paragraph shall limit the obligation of the surety and the obligation of the Surety shall continue so long as any obligation of Principal remains.

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

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

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

(Corporate Seal) PRINCIPAL \_\_\_\_\_  
BY \_\_\_\_\_  
TYPED/PRINTED NAME \_\_\_\_\_

(Corporate Seal) TITLE \_\_\_\_\_  
SURETY \_\_\_\_\_  
BY \_\_\_\_\_

(Attach Attorney-in Fact Certificate) TYPED/PRINTED NAME \_\_\_\_\_  
TITLE \_\_\_\_\_

RIALTO UNIFIED SCHOOL DISTRICT  
DISTRICT WIDE - PAVING PROJECT  
BID #20/21-002

**LABOR AND/OR MATERIALS RELEASE CERTIFICATE**

**DISTRICT WIDE - PAVING PROJECT  
BID #20/21-002**

The undersigned hereby waives and release any and all lien or claim or right of lien against the Rialto Unified School District, the property described herein, and improvements hereon and for improvements incident thereto.

The undersigned certifies that all workmen and persons, employees, all firms supplying materials, and all subcontractors upon the project have been paid in full; and that there are not bills outstanding against the project for either labor or materials, except certain items, if any, to be set forth in the affidavit covering disputed items or claims in connection with Notice to Withhold which have been filed under the provisions of the Statutes of the State of California.

\_\_\_\_\_  
Contractor

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

Notarized by: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

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

**PAYMENT BOND**  
(Labor and Material Bond)

**DISTRICT WIDE - PAVING PROJECT**  
**BID #20/21-002**

KNOW ALL MEN BY THESE PRESENTS: That

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

**DISTRICT WIDE - PAVING PROJECT**  
**BID #20/21-002**

WHEREAS, said contractor 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 undersigned contractor and  
\_\_\_\_\_ as surety are held and firmly bound unto the  
\_\_\_\_\_ District in the sum of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for

which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said contractor, his or its heirs, executors, administrators,  
successors or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under  
the Unemployment Insurance Code Section 13020 with respect to work or labor performed by any such claimant, or for any amounts  
required to be deducted, withheld, and paid over to the Franchise Tax board from the wages of employees of the contractor and his  
subcontractors, with respect to such work and labor, then the surety or sureties herein will pay for the same in an amount not  
exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said  
surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such  
persons or their assigns in any suit brought upon this bond.

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

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

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_

This page intentionally left blank.

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b> <b>See Specific Instructions on page 3.</b>	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>		
	<p><b>2</b> Business name/disregarded entity name, if different from above</p>		
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>		<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p>	Requester's name and address (optional)	
	<p><b>6</b> City, state, and ZIP code</p>		
	<p><b>7</b> List account number(s) here (optional)</p>		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

	<b>Social security number</b>									
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-					
	-		-							
	or									
	<b>Employer identification number</b>									
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 15%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 15%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 15%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 15%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-		-		-	
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**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*