



Milpitas Unified School District

1331 E. Calaveras Blvd., Milpitas, CA 95035
Phone (408) 635-2600, Fax (408) 635-2620

NOTICE TO CONTRACTORS California Uniform Public Construction Cost Accounting Act

Notice is hereby given that the Milpitas Unified School District invites all licensed contractors to be included on the District's list of qualified contractors for informal bids for all trades on construction projects between \$45,000 and \$175,000, for the 2012 calendar year by submitting the following information:

1. Contractor name and address to which bid notices should be mailed;
2. Telephone number at which the contractor may be reached;
3. Type of work in which the contractor is interested and currently licensed to perform;
4. Class of contractor's license number(s) held;
5. Contractor's license number(s) for each type of work;
6. Fax number at which the contractor may be reached; and
7. E-mail address at which the contractor may be reached.

Applications shall be on a District form and must be submitted by mail, fax or e-mail by December 31, 2011. Application forms are available through the Milpitas Unified School District Purchasing and Contracts Department. Please contact Nawal Stanojevic for an application form at 1331 E. Calaveras Blvd., Milpitas, CA 95035; phone 408-635-2600 Ext. 6024; fax 408-635-2620. A contractor may have his or her firm added to the District's Contractors Bid List at any time by providing the required information.

The Milpitas Unified School District Board of Education reserves the right to accept or reject any or all informal bids, waive any non-material irregularities, and be the sole judge of the merit and responsibility of participating contractors.

Nawal Stanojevic
Contracts/Purchasing Specialist

MILPITAS UNIFIED SCHOOL DISTRICT
Purchasing & Contracts Office
1331 E. Calaveras Blvd., Rm. 209
Milpitas, CA 95035

Phone: 408-635-2600 Ext. 6024; Fax: 408-635-2620; E-mail: nstanojevic@musd.org

Uniform Construction Cost Accounting Construction Application
2012 Calendar Year

Please complete the following information.

Company Name	
Address	
City, State, ZIP	
Phone Number	
FAX Number	
Contact Person	
E-mail Address	
Length of time in Business	
Contractor's License Number	

Please list the type of work you are interested in and currently licensed to perform.
1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

Please complete and return this form if you wish to be included in the 2012 calendar year California Uniform Public Construction Cost Accounting Program for Milpitas Unified School District. Forms may be returned by e-mail, fax or U.S. Mail. Direct questions to Nawal Stanojevic, Contracts/Purchasing Specialist at the numbers listed above.

SPECIAL CONDITIONS

INSURANCE REQUIRED

Prior to the commencement of work, the Contractor shall file with the Board the Certificates of Insurance specified below. Each insurance policy shall be issued by a company duly and legally licensed to transact business in the State of California. Policies shall be maintained by the Contractor at his expense during the entire life of the Contract. The Contractor shall require all subcontractors, if any, whether primary or secondary, to also take out and maintain like insurance coverage.

- A. **Workers' Compensation Insurance:** The Contractor shall take out and maintain during the life of the contract, Workers' Compensation Insurance. This policy shall cover the full liability of the Contractor in accordance with the provisions of Division IV of the Labor Code of the State of California, and any act(s) amendatory thereof. Before commencing any work, the Contractor shall file with Board the Certificate of Worker's Compensation Insurance in the form included in these Specifications.
- B. **Public Liability and Property Damage Insurance:** The Contractor shall take out and maintain during the life of this Contract such public liability and property damage insurance as shall protect the Contractor and the District with respect to those claims and liabilities as to which the Contractor holds the District harmless. Such insurance shall be in an amount not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage.

The Contractor shall require his subcontractors, if any, to take out and maintain such public liability and property damage insurance as shall protect the subcontractor and the District with respect to those same claims and liabilities as to which the Contractor holds the District harmless. Such insurance shall be in an amount not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage.

PROOF OF CARRIAGE OF INSURANCE

The 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 to and approved by the District.

- A. Certificates of 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 the Owner stating the date of the cancellation or reduction. The date of cancellation or reduction may not be less than ten (10) days after the date of mailing the notice."
- B. The Certificate of Insurance shall state, in particular, those insured, extent of insurance, location and operation to which the insurance applies, date of expiration, and the cancellation and reduction notice.
- C. Certificates of Insurance shall have attached an Additional Insured Endorsement clearly stating that the Owner and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the owner.
- D. Value of Insurance
The insurance required of this Article shall be written by a company or companies licensed to do

business in the State of California, and shall be written for not less than the following, as established by the DISTRICT or greater if required by law:

1. **Comprehensive General Liability** (written on an Occurrence Form as opposed to a Claims Made Form and including Premises - Operations, Independent CONTRACTOR's Protective; Contractual Liability; Property Damage; Personal Injury; Products and Completed Operations; Broad Form Property Damage).
 - a. Combined Single Limit for Bodily Injury and Property Damage:
\$2,000,000.00 Each Occurrence
 - b. Property Damage Liability Insurance will provide X, C, or U coverage as applicable.
2. **Comprehensive Automobile Liability**
 - a. Combined Single Limit for Bodily Injury and Property Damage:
\$1,000,000.00 Each Occurrence
3. **Worker's Compensation Insurance** shall be written by a company licensed to do business in the State of California, and shall be written for not less than the following, as established by the DISTRICT or greater if required by law:
 - a. State \$ 1,000,000.00

RESPONSIBILITY OF CONTRACTOR - INSURANCE

The Contractor shall be responsible for:

- A. Compliance of the subcontractor with insurance requirements; and
- B. Other insurance coverage, but not limited to, loss, theft, fire, property damage and glass breakage.

WAIVERS OF MECHANICS LIEN

With each Application for Payment, submit one (1) wet-signed copy of both conditional and unconditional waivers of mechanics liens from every entity who may lawfully be entitled to file a mechanics lien arising out of the Contract and related to the Work covered by the Payment. No payment request will be processed in the absence of the appropriate lien releases from the general contractor and, at a minimum, all first-tier subcontractors related to the Work covered by the Payment.

CERTIFIED PAYROLLS

The Contractor shall submit directly, by the 15th day of each month, to the Purchasing & Contracts Specialist of the District, certified payroll documentation for the prior month. Certified payrolls shall be in a similar format and shall provide all information required by the California Department of Industrial Relations, Form A-1-131. In addition, submit a completed Form PW 26 - Public Works Fringe Benefit Statement with the first submission of certified payrolls for each contractor/subcontractor. No payment request will be processed in the absence of this documentation.