

Business Services Contracts Office 5735 47th Avenue Sacramento, CA 95824 (916) 643-2464

Gerardo Castillo, Chief Business Officer Kimberly Teague, Contract Specialist

BID INSTRUCTIONS / BID FORMS

for

AC PAVING REPLACEMENT

at

OAK RIDGE ELEMENTARY SCHOOL

Bid No. 0265-410-0191

Bids Due: April 12, 2016

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Sacramento City Unified School District

District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidd conclusively presumed amount of damages.

24. Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. All of the listed subcontractors are required to be registered as a public

registration must remain active throughout the term of the Contract. Failure to submit this list when required by law shall result in Bid being deemed non-responsive and the Bid will not be considered.

- a. An inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
- b. An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:

(1)

District, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of

wage rates are also available on the internet at http://www.dir.ca.gov.

- 30. Submission of Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:
 - a. Bidder has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, seq

reasonable care, and has been recorded in good faith. However, District only warrants, and Contractor may only rely, on the accuracy of limited types of information.

- (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Contractor is required to make such verification as a condition to bidding. In submitting its Bid, Contractor shall rely on the results of its own independent investigation. In submitting its Bid, Contractor shall not rely on Districtsupplied information regarding above-ground conditions or as-built conditions.
- (2) As to any subsurface condition shown or

- 33. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
- 34. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.
- 35. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer,

unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not

approved. Contractors and materials suppliers who submit requests for substitutions prior to

- 40. Time for Completion: District may issue a Notice to Proceed within <u>THREE (3)</u> months from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.
 - a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this three-month period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.
 - b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a three-month period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the

to a postponement beyond this three-month period shall be by written notice to District within $\underline{\text{TEN}}$ (10) calendar days after receipt by Contractor of District's notice of postponement.

- c. It is further understood by the Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.
- d. Should the Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.
- 41. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the <u>SEVENTH (7th)</u> calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as non-responsive.
 - a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
 - b. Escrow of Bid Documentation: This must include all required documentation. See the document Escrow of Bid Documentation for more information.
 - c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - d. Payment Bond (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - e. Insurance Certificates and Endorsements as required.
 - f.
 - g.

- k. Lead-Based Paint Certification.
- I. Imported Materials Certification.
- m. Criminal Background Investigation/Fingerprinting Certification.
- 42. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the <u>THIRD (3rd)</u> business day following bid opening.
 - a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
 - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
 - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - (1) Without limitation to other bases for protest, an inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid

District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.

(2) Without limitation to other bases for protest, an inadvertent error listing an unregistered subcontractor shall not be ground2i41 /P << Tf1or fragi

and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of

enhanced prices for other work items.

- 44. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of numerals or figures.
- 45. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

END OF DOCUMENT

DOCUMENT 00 21 13.1

BIDDER INFORMATION AND FORMS

DETERMINATION OF BIDDER RESPONSIBILITY QUESTIONNAIRE

The Public Contract Code requires that school districts, in certain circumstances, bid and award public contracts to the lowest <u>responsive</u> and <u>responsible</u> bidder. California law establishes a very comprehensive standard concerning bidder responsibility, such that a school agency has wide discretion and broad authority to make its determination of bidder responsibility on a case-by-case basis. Such authority empowers the District to conduct its own investigation, and make an assessment of the facts and circumstances to ascertain the quality, fitness, capacity and

Debt

The undersigned declares

other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.

- (2) facilities.
- (3) Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder may rely upon the general
- (4) Bidder is solely responsible for any interpretation or conclusion drawn from any pretations, opinions, or information provided in the identified reports and drawings.
- 53. Investigations/Site Examinations

a.

BID FORM AND PROPOSAL

From:

(Proper Name of Bidder)

ACKNOWLEDGEMENT OF GENERAL CONDITIONS The General Conditions (dated March 2007) and

proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.

- 55. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
- 56. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
- 57. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
- 58. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
- 59. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
- 60. The following documents are attached hereto:

Bid Bond on the District's form or other security Designated Subcontractors List Site-Visit Certification Non

- 65. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
- 66. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
- 67. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as Ise Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
- 68. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this	day of			2016
Name of Bidder				
Type of Organization				
Signed by				
Title of Signer				
Address of Bidder				
Taxpayer's Identification N	lo. of Bidder			
Telephone Number				
Fax Number				
E-mail		Web page		
Contractor's License No(s)	: No.:	_ Class:	_ Expiration Date:	
	No.:	_ Class:	_ Expiration Date:	
	No.:	_ Class:	_ Expiration Date:	
Public Works Contractor Re	egistration No.:			
If Bidder is a corporation,	affix corporate seal.			
Name of Corporation:				

President:	
Secretary:	
Treasurer:	
Manager: _	

END OF DOCUMENT

DOCUMENT 00 43 13

<u>BID BOND</u>

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

California Agent of Surety
of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

Telephone Number of California Agent of Surety

END OF DOCUMENT

DOCUMENT 00 43 36

DESIGNATED SUBCONTRACTORS LIST (TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

PROJECT: AC PAVING REPLACEMENT AT OAK RIDGE ELEMENTARY SCHOOL

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the WT144k-11(o)RIDoRIDdnate2.7e, I BistaRIDBili-3()-8(f8(n)-5(st)-12(r)5(u)-5(cti)-15(o)5(r

Subcontractor Name:	
CA Cont. Lic. #:	Location:
Portion of Work:	
Subcontractor Name:	
CA Cont. Lic. #:	Location:
Portion of Work:	
Subcontractor Name:	
CA Cont. Lic. #:	Location:
Portion of Work:	
Subcontractor Name:	
CA Cont. Lic. #:	Location:

DOCUMENT 00 45 01

SITE VISIT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID IF SITE VISIT WAS MANDATORY

PROJECT: AC PAVING REPLACEMENT AT OAK RIDGE ELEMENTARY SCHOOL

Check option that applies:

_____ I certify that I visited the Site of the proposed Work and became fully acquainted 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 that ______ (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the <u>Sacramento City Unified School District</u>, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit

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

Date:	
Proper Name of Bidder:	
Signature:	
Print Name:	
Title:	

END OF DOCUMENT

DOCUMENT 00 45 19