

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

Rose Ramos, Chief Business Officer Jessica Sulli, Contract Specialist

# BID INSTRUCTIONS / BID FORMS

# For

# COVID DRINKING FOUNTAIN UPGRADES BID PACKAGE 2

Bid No. SCUSD-452-2

Bids Due: March 10, 2022

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# Procurement and Contracting Requirements

<u>Division 0</u> <u>Section</u> <u>Title</u>

# **DOCUMENT 00 01 15**

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(32 HYDRATION STATIONS – 31 OFCI, 1 CFCI)

GENERAL

A0.1 COVER SHEET

A0.2 TYP. MOUNTING HEIGHTS AND DETAILS

A0.3 TYPICAL DETAILS

GROUP B

(32 HYDRATION STATIONS – 30 OFCI, 2 CFCI)

GENERAL

A0.1 COVER SHEET

A0.2 TYP. MOUNTING HEIGHTS AND DETAILS

A0.3 TYPICAL DETAILS

Pony Express Elementary	1250 56th Avenue	Sacramento	CA	95831
Rosa Parks Middle	2250 68th Avenue	Sacramento	CA	95822
School of Engineering & Science	7345 Gloria Drive	Sacramento	CA	95831
Susan B. Anthony Elementary	7864 Detroit Blvd	Sacramento	CA	95832
Woodbine Elementary	2500 52nd Avenue	Sacramento	CA	95822

# 4. OBTAINING BID DOCUMENTS

The District utilizes construction program management software, e-projects. To register with e-Builder and access bid packages, please go to:

https://bidders.e-builder.net/landing?bidpackageid=b07d8afe-4bf9-413e-962f-aa24209af820

(aa2)-4(42)cts.0Tb &G[(aa2)-4(42)Qq0.00000912 0 612 792 reW\*nBT/F3 9.96 Tf1 0 0 1 450.79 586.32.

#### 15. SECURITIES

The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.

#### WAGE REQUIREMENTS

The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <a href="http://www.dir.ca.gov">http://www.dir.ca.gov</a>.

This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The Contractor and all Subcontractors under the Contractor shall furnish electronic certified payroll records directly to the Labor Commissioner weekly or within ten (10) days of any request by the District or the Labor Commissioner. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, of the Labor Code.

#### 17. DAVIS-BACON & BUY AMERICAN ACTS

This Project is funded in whole or in part with federal funds, and therefore the Contractor shall comply with the Davis-Bacon Act, applicable reporting requirements, the Buy American

Contract would be extremely difficult and impractical to determine and that the amount of the damages.

# 4. SUBCONTRACTORS LIST

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 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 works contractor with the Department of

examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;

c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;

d.

- b. Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.
- c. These reports and drawings are <u>not</u> Contract regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Contractor may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Contractor must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.
- 9. REVIEW OF AS-BUILTS

drawings of previous work by giving District

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ADDENDA All questions abo

- the Specifications. Insufficient information shall be grounds for rejection of substitution(s).
- (2) See sections 00 41 14 Substitution Request and 01 25 13 Product Options and Substitutions.
- b. District may distribute the substitution(s) request to all bidders and change in the Bid price if accepted.
- c. Within 10 days after the date of the Notice of Award, the Successful Bidder shall submit data substantiating a request for substitution containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.
- d. Approved substitution(s), if any, shall be listed in Addenda. District reserves the right not to act upon submittals of substitution(s) until after bid opening.
- e. Substitution(s) may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.

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.

#### 17. POST AWARD DOCUMENTS

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.
- b. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- c. 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.
- d. Insurance Certificates and Endorsements as required.
- e. .
- f. Prevailing Wage and Related Labor Requirements Certification.
- g. Criminal Background Investigation & Fingerprinting Certification
- h. Drug Free Workplace Certification
- i. Tobacco Free Environment Certification
- j. Asbestos & Other Hazardous Materials Certification
- k. Lead Based Materials Certification
- I. Imported Materials Certification
- m. Buy American Certification

#### 18. BID PROTEST

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 basis 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.
  - Without limitation to other basis 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 nonresponsive if ed to the District within 24 hours

# DOCUMENT 00 21 13.1

# **BIDDER INFORMATION AND FORMS**

# DETERMINATION OF BIDDER RESPONSIBILITY QUESTIONNAIRE

Initial contract time: \_\_\_\_\_ days Time extensions: \_\_\_\_ days

Financial Ratios	Ratio Calculation	Previous Fiscal Year	Ratio 1	Most Recent Quarter	Ratio 2
Current	Current Assets	а		е	
Ratio	Current Liabilities	b	a / b	f	e / f
Debt	Total Debt	С		g	
Ratio	Total Net Worth	d	c / d	h	g / h

3. Licensing: Your License Number: _	(Bidde	r must b	e a	licensed	contractor	in
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5. Arbitration and Litigation History: Has your firm had any claims, litigation, or disputes ending in mediation or arbitration, or termination for cause associated with any project (either by your company or against your company) in the past five (5) years?

# Questionnaire Certification

The undersigned declares under penalty of perjury that all information submitted in this questionnaire is current, true and accurate, and that this declaration was executed by the undersigned on:
(Datte)

# 2. ALLOWANCE

The above allowance shall only be allocated for items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that

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 Reg	gistration No.:		
If Bidder is a corporation, at	ffix corporate seal.		
Name of Corporation:			
President:			
Secretary:			
Treasurer:			
Manager:			

END OF DOCUMENT

IN WITNESS WHEREOF, this instrument has been named, on the day of	
	(Affix Corporate Seal)
Principal	
Ву	
Surety	(Affix Corporate Seal)
Ву	
Name of California Agent of Surety	
Address of California Agent of Surety	
Telephone Number 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.

END OF DOCUMENT

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:
Portion of Work:	
Subcontractor Name:	
CA Cont. Lic. #:	Location:
Portion of Work:	
Date:	
Proper Name of Bidder:	
Signature:	
Print Name:	
Title:	

END OF DOCUMENT

# **DOCUMENT 00 45 01**

# SITE VISIT CERTIFICATION (TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

PROJECT: SCUSD - COVID DRINKING FOUNTAIN UPGRADES - BID PACKAGE 2

Check option that applies:	
•	te of the proposed Work and became fully acquainted with the and labor. I fully understand the facilities, difficulties, and of the Work under contract.
proposed Work and became fully a	(Bidder's representative) visited the Site of the equainted with the conditions relating to construction and labor. Inderstood the facilities, difficulties, and restrictions attending the act.
•	ento City Unified School District, its Architect, its Engineer, its

# DOCUMENT 00 45 46.12

# BYRD ANTI-LOBBYING CERTIFICATION

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts

# Disclosure of Lobbying Activities Approved by OMB 0348-004

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See following page for public burden disclosure)

1. Type of Federal Action:  contract  grant  cooperative agreement loan  loan guarantee  loan insurance	Status of Federal Action:     proposal/offer/application     initial award     post-award		3. Report Type:  • initial filing  • material change  For material change only:  Yearquarter  Date of last report	
4. Name and Address of Reporting Entity:PrimeSubawardee Tier, if Known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:		
Congressional District, if known:		Congressional District, if known:		
6. Federal Department/ Agency:		7. Federal Program Name/ Description:		
		CFDA Number,	if applicable:	

# INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. Th

delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. Liquidated Damages: Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Five Hundred dollars (\$500)

- 13. Registration as Public Works Contractor: The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.
- 14. Payment of Prevailing Wages: The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. If Project is funded in whole or in part with federal funds, the Contractor and all Subcontractors shall comply with the Davis Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists, the more stringent provision shall control over this Agreement.
- 15. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
- 16. Contract Price: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

	Dollars
(\$	).

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

17. Severability: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR	SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
By:	By: Rose Ramos

# POST-AWARD DOCUMENTS FOR REFERENCEONLY - DO NOT SUBMIT WITH BID

Title:	Title: <u>Chief Business Officer</u>
NOTE:	If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall

ing, but not

limited to, California Code of Civil Procedure section 337.15.

The 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.

### DOCUMENT 00 61 13.16

# PAYMENT BOND Contractor's Labor & Material Bond (100% Of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

#### POST-AWARD DOCUMENTS FOR REFERENCEONLY - DO NOT SUBMIT WITH BID

IN WITNESS WHEREOF, two (2) identical counterpurposes be deemed an original thereof, have been named, on the day of	n duly executed by the Principal and Surety above
	(Affix Corporate Seal)
Principal	_
Ву	_
Surety	_
Ву	_
Name of California Agent of Surety	_
Address of California Agent of Surety	_
Telephone No. of California Agent of Surety	_

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

**END OF DOCUMENT** 

# PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: SCUSD-452-2, S(	CUSD - COVID	<b>Drinking Fountain</b>	Upgrades -	Bid package
2				

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

- 1. CLAUSES MANDATED BY CONTRACT WORK HOURS & SAFETY STANDARDS ACT. As used in the following paragraphs, the terms laborers and mechanics include watchmen and guards.
- a. Overtime requirements. N792 r5 (RS & 612 792 31 Td()TjETQqp)3.002 (t)-3.002 (h)-5 (e)-5 (D)-5.99c

#### 2. THE DAVIS-BACON ACT

The Davis-Bacon Act and 29 CFR parts 1 through 7 shall apply if the Project is financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution.

- a. All laborers and mechanics employed or working upon the Site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits, or cash equivalents thereof, due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.
- b. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this section; also, regular contributions made or costs incurred for more than a weekly period, but not less often than quarterly, under plans, funds, or programs which cover the particular weekly period are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of Work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing Work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which Work is performed. The wage determination including any additional classification and wage rates conformed under this section and the Davis-Bacon poster (WH-1321)

b. The Contractor shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to the District. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information shall be submitted on a form acceptable to the District. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. Contractor is

responsible for the submission of copies of payrolls by all Subcontractors. Contractor and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the District, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. Contractor may require a Subcontractor to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the District or other government agency.

- c. Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
  - 1. That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5,
  - 2. That the appropriate information is being maintained under 29 CFR 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and

3.

which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the job Site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

- c. Equal employment opportunity.

  The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. Compliance with Copeland Act requirements. Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.
- e. Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the Contract clauses in 29 CFR 5.5.
- f. Contract termination: debarment.

# POST-AWARD DOCUMENTS FOR REFERENCEONLY - DO NOT SUBMIT WITH BID

Print Name:	
Title:	
	END OF DOCUMENT

#### DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: SCUSD-452-2, SCUSD - COVID Drinking Fountain Upgrades - Bid package 2

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

le section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

a.

#### POST-AWARD DOCUMENTS FOR REFERENCEONLY - DO NOT SUBMIT WITH BID

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 the aforementioned Act.

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:	
Proper Name of Contractor:	
Signature:	
Print Name:	
Title:	
HILLE.	

END OF DOCUMENT

### HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: SCUSD-452-2, SCUSD - COVID Drinking Fountain Upgrades - Bid package 2 between Sacramento City Unified

18. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other

Il be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

- 19. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
- 20. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
- 21. Any disputes involving the question of Tf4996 (fH002 (.)]TJe4 (t)-3.002 ( not he)5.994 (sti)-r94 (o)-6.0

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety

26.

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work,

# <u>CRIMINAL BACKGROUND INVESTIGATION, FINGERPRINTING CERTIFICATION and DISTRICT IDENTIFICATION</u>

 $\textbf{PRy} = 26 (\sqrt{dN}) + 26 \sqrt{T} + 26 \sqrt{M} + 2$ 

### 3. DISTRICT IDENTIFICATION BADGES

All construction personnel or guests will be required to wear an identification badge at all times while on district property.\_The general contractor will also be responsible for enforcing use of the badges at all times.

a.

C.	List of fingerprinted employees assigne	ed to work for the district:	

d. All others will be required to have Company Badges visible at all times.

#### 5. FINGERPRINTING PROCESS

- a. CONTRACTOR Please complete the Contractor Application form for all Project Managers, Superintendents, Foremen and Sub-Foremen, and forward to the District Project Manager in the Facilities Dept. by email, for Administrator signature.
- b. FACILITIES, MAINTENANCE AND OPERATIONS Obtain Administrator signature and return the signed form to the Contractor by email.
- c. CONTRACTOR Fingerprinting/live scans are completed daily on Monday to Friday, on a walk-in only basis at the District Office, 5735 47<sup>TH</sup> Avenue, Sacramento, CA 95824. The turnaround time for results cannot be determined or controlled by the District. It may vary from days to weeks. You will be notified when the District receives your clearance from HR. If you

# **BUY AMERICAN CERTIFICATION**

PROJECT/CONTRACT NO.: SCUSD-452-2, SCUSD - COVID Drinking Fountain Upgrades - Bid package 2

### **DOCUMENT 00 73 13**

### SPECIAL CONDITIONS

# 1. <u>COVID-19 Safety Requirements</u>

Contractor shall, at its cost, timely comply with all applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic. Further, except to the

34.1.2 Withholding.

- 34.1.3.3 Each payroll submitted shall be signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
  - 34.1.3.3.1 That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5,
  - 34.1.3.3.2 That the appropriate information is being maintained under 29 CFR 5.5 (a) g 50.53(£2)N(g

to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job Site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job Site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in

mustD 20 BDervedtt in which coe 992 (e)-4.006 (i)-15.994 (cabl)- (')4.006 (s)-6.0042 (e)-5 (ss)-5 (e)6