

**NOTICE INVITING BIDS**

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**

NOTICE IS HEREBY GIVEN that the Sierra Sands Unified School District, acting by and through the Governing Board, hereinafter referred to as “District”, will receive sealed bids for the award of Contract for the following:

**Site Demolition, Earthwork, and Building Structure Demolition and  
Hazardous Materials Abatement  
at  
NAWS, Ridgecrest, CA**

**Bid Date: June 19, 2018**

**Bid Time: 2:00pm**

<u>Contractor</u>	<u>Estimated Cost</u>
<b>General Engineering Contractor, A License required</b>	<b>\$ TBD</b>

All sealed bids for the above Project must be received and time-stamped no later than 2:00pm on the Bid Date specified above. *All bids time-stamped after 2:00pm will be considered nonresponsive.*

Sealed bids will be opened publicly at 2:15pm at the same location where bids are received.

All bids shall be made and presented only on the forms presented by the District and Program Manager. Bids shall be received in the office of the **Business Office of the District at 113 W. Felspar Ave., Ridgecrest, CA 93555** and shall be opened and publicly read aloud at the above stated time and place. Any bids received after the time specified shall be returned unopened.

**Prequalification of Bidders**

As a condition of bidding for the Project, and in accordance with the California Public Contract Code 20111.5, prospective bidders are required to submit to the District a completed Statement of Bidder’s Qualifications on forms provided by the District. These documents will be the basis for determining which bidders are qualified to bid on this Project.

Bids will not be accepted if a Contractor has not been prequalified. The forms are available from the Sierra Sands Unified School District website, [www.ssusd.org](http://www.ssusd.org), and at the

SSUSD Business Office at 113 W. Felspar Ave., Ridgecrest, CA 93555. Prequalification documents must be submitted ten (10) business days prior to bid.

All bidders must be prequalified. A list of prequalified bidders will be made available by the District on the District's website [www.ssusd.org](http://www.ssusd.org) to all bidders at least five (5) business days prior to the date fixed for the public bid opening of sealed bids.

### **Additive/Deductive Bid Alternates (See Instruction to Bidders)**

If the District has included additive/deductive alternates which require all bidders to price as part of their bid, the District will utilize the following method to determine the lowest bidder in accordance with the Public Contract Code Section 20103.8: **the lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive/deductive alternates.**

### **Miscellaneous Information**

**The bid documents are available electronically and may be obtained from the project manager at (760) 668-2387. Prequalification and bidding forms can be downloaded from the District's website.**

There will be a **mandatory Pre-Bid Conference at the Old Murray Middle School on Wednesday, June 6, 2018 beginning promptly at 10:00am. Application for a 1-day pass for the Job Walk date is required. Interested Bidders must allow 3-weeks for their application approval for a 1-day pass prior to the Job Walk date, and allow at least 1-2 hours for NAWS badging on the day of the Job Walk.**

Each bidder shall be a licensed contractor pursuant to the California Business and Professions Code, and be licensed to perform the work called for in the Contract Documents. The successful bidder must possess a valid and active license in the Trade of Work required for this Project and must be properly licensed at the time of award and throughout the duration of the Contract. The Contractor's California State License number shall be clearly stated on the bidder's proposal.

The Contractor's Subcontractors shall be licensed pursuant to California law for the trades necessary to perform the Work called for in the Contract Documents.

Each bid must strictly conform with and be responsive to the Contract Documents as defined in the General Conditions.

The district reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

Each bidder shall submit with its bid – on the form furnished with the Contract Documents – a list of the designated subcontractors on this Project as required by the Subletting and Subcontracting Fair Practice Act, California Public Contract Code Sections 4100 et seq.

In accordance with the California Public Contract Code Section 22300, the District will permit the substitution of securities for any money's withheld by the District to ensure performance under the Contract. At the request and expense of the Trade Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with the state or federally chartered bank as the escrow agent, who shall then pay such moneys to the Trade Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Trade Contractor.

Each bidder's bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the District in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than ten percent (10%) of the maximum amount of bid as a guarantee that the bidder will enter into the proposed Contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event of failure to enter into said Contract or provide the necessary documents, said security will be forfeited.

The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the Contract.

These per diem rates, including holiday and overtime work, as well as, employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the District, and are also available from the Director of Department of Industrial Relations. Pursuant to California Labor Code Section 1720 et seq. it shall be mandatory upon the Trade Contractor to whom the Contract is awarded, and upon any subcontractor under such Trade Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

Bidders are instructed to review the Supplementary General Conditions to determine whether the Project is using funds derived from a State issued bond. If this Project is using funds derived from any State issued bond, the Project will be subject to labor compliance monitoring and enforcement by the Compliance Monitoring Unit within the Division of Labor Standards Enforcement pursuant to Title 8, California Code of Regulations, Section 16450 et seq. The Contractor and all subcontractors shall be required to furnish electronic certified

payroll records directly to the Labor Commissioner/Compliance Monitoring Unit in accordance with Title 8, California Code of Regulations, Section 16450 et seq. If this Project is subject to labor compliance monitoring and enforcement by the Compliance Monitoring Unit, bidders are instructed to review the Supplementary Conditions for further details regarding enforcement by the Compliance Monitoring Unit.

No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening bid.

Pursuant to Civil Code Section 9550 (A) and Public Contract Code Section 10221, require Performance Bonds and Payments Bonds for Public Work contracts in excess of \$25,000.00.

Separate payment and performance bonds, each in an amount equal to 100% of the total contract amount, are required, and shall be provided to the District prior to execution of the Contacts and shall be in the form set forth in the Contract Documents.

All bonds (Bid, Performance, and Payment) must be issued by a California admitted surety as defined in California Code of Civil Procedure Section 995.120.

Where applicable, bidders must meet the requirements set forth in Public Contract Code Section 10115 et seq. Military and Veterans Code Section 999 et seq. and California Code of Regulations, Title 2, Section 1896.60 et seq. regarding Disabled Veteran Business Enterprise (DVBE) Programs. Forms are included in this Bid Package.

Any request for substitutions pursuant to Public Contract Code Section 3400 must be made prior to the time of Bid on the Substitution Request form set forth in the Contract Documents.

No telephone or facsimile machine will be available to bidders on the District premises at any time.

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

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Notice of Inviting Bids  
Sierra Sands Unified School District

## Instructions to Bidders

1. **Preparation of Bid Form.** Proposals under these specifications shall be submitted on the blank forms furnished herewith at the time and place stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in, and all proposed prices must be stated clearly and legibly in both words and numerals. All bids must be signed by the bidder in permanent blue ink and submitted in sealed envelopes, bearing on the outside, the **General Contractor's name, A- License number**, company address, telephone number, and the name of the Project for which the bid is submitted. The District reserves the right to reject any bid if all of the above information is not furnished. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.
2. **Bid Security.** Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the District, in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than ten percent (10%) of the maximum amount of such bidder's bid as a guarantee that the bidder will enter into the Contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event that a bidder is awarded the Contract and such bidder fails to enter into said Contract or provide the surety bond or bonds within five (5) calendar days after award of the Contract to bidder, said security will be forfeited.
3. **Signature.** The bid form, all bonds, all designations of subcontractors, the **General Contractor's Certificate**, the Agreement, and all Guarantees must be signed in permanent blue ink in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is provided to the District. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If bidder is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the District, in which case the general partner may sign.

Bids submitted as joint ventures must so state and be signed by each joint venture.

Bids submitted by individuals must be signed by the bidder unless an up to date power-of-attorney is on file in the District's office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

4. **Modifications.** Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the

Contract Documents may result in the District's rejection of the bid as not being responsive to the Notice Inviting Bids. **No oral or telephonic modification of any bid submitted will be considered.**

5. **Erasure, Inconsistent or illegible Bids.** The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency any is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the District determines that any bid is unintelligible, inconsistent, or ambiguous, the District may reject such bid as not being responsive to the Notice Inviting Bids.
6. **Examination of Site and Contract Documents.** Each bidder shall visit the site of the proposed Work and become fully acquainted with the conditions relating to the construction and labor so that the facilities, difficulties, and restrictions attending the execution of the Work under the Contract are fully understood. Bidders shall thoroughly examine and be familiar with the Drawings, Specifications, Addenda, Contract Documents and the **General Contractor's Scope of Work**. The failure or omission of any bidder to receive or examine any Contract Documents, form instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall not relieve any bidder from obligations with respect to the bid or to the Contract. The submission of a bid shall be taken as prima facie evidence of compliance with this Section. Bidders shall not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.
7. **Understanding of the Schedule.** The **General Contractor** understands that it is his sole responsibility and Contract to construct the Project. The **General Contractor** must thoroughly study the proposed Preliminary Master Project Schedule and determine:
  - a. The Project Schedule of Work the General Contractor will perform with his subcontractors.
  - b. The Duration of Work and whether the duration is reasonable based on the various trade categories and the **General Contractor's coordination of his subcontractors** that will all be simultaneously working on the Project.
  - c. **The Project Work must be completed for beneficial occupancy by August 31, 2018:**
    - i. Demolition of structures: MJH50 (Ball Wall); MJH53 (Building); MJH52 (Track & Football Field); MJH54 (Metal Building); MJH55 (Field East); MJH56 (SB Field West); MJH58 (West Play Field); MJH33 (Portable Shade Shelter).
    - ii. Demolition of Perimeter Fence
    - iii. Import clean fill dirt; finish grade.
  - d. The date anticipated for Punch Lists for the Project.

The **Preliminary Master Project Schedule** is provided in the Bidding Documents. By submitting a bid the **General Contractor** agrees to the duration outlined in the Master Project Schedule. The **General Contractor** further agrees and obligates himself to undertake Punch List Work at the end of the Project. The General Contractor's Substantial Completion of the Work does not result in the release of the Retention until all the Punch List has been completed and accepted by the District.

8. **Withdrawal of Bid.** Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned upon demand therefor. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.
9. **Agreement and Bonds.** The Agreement form which is the successful bidder, as **General Contractor**, will be required to execute, and the forms and amounts of surety bonds which will be required to be

furnished at the time of execution of the Agreement, are included in the bid documents and should be carefully examined by the bidder. The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond required is three (3). Payment and Performance bonds must be executed by an admitted surety insurer as defined in Code of Civil Procedure 995.120.

- 10. Interpretation of Plans and Documents/Pre-Bid Clarification.** If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions, a written request for an interpretation or correction thereof may be submitted to the District. The bidder submitting the request shall be responsible for its prompt delivery. **Any interpretation or correction of the Contract Documents will only be made by Addendum duly issued, and a copy of such Addendum will be made available for each Bidder receiving a set of the Contract Documents.** No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the District. If discrepancies on Drawings, specifications or elsewhere in the Contract Documents are not covered by addenda, bidder shall include in their bid methods of construction and materials for the higher quality and complete assembly. Each request for clarification shall be submitted in writing, via email, to the District's representative and project manager for the Project:

Dave Hall  
[dhall@ssusd.org](mailto:dhall@ssusd.org)  
(760) 668-2387

Each transmitted request shall contain the name of the person and/or firm filing the request, address, telephone and fax number, Specifications and/or Drawing number. Bidder is responsible for the legibility of hand written requests. Pre-bid clarification request shall be filed a minimum of (7) calendar days to bid opening. Requests received less than seven (7) calendar days before bid opening shall not be considered or responded to. A written response to timely pre-bid clarifications requests which materially affects the bidder's price will be made by Addendum issued by the Sierra Sands Unified School District not less than 72-hours prior to bid opening.

- 11. Bidders Interested in More Than One bid.** N/A.

**This Project is not a multi-prime trade contractors project.  
Bidders must be an A-licensed Contractor in order to be responsive to the invite for bids.**

- 12. Award of Contract.** The Contract will be awarded to the lowest responsive bidder by action of the governing Board. The district reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. In the event an award is made to bidder, and such bidder fails or refuses to execute the Contract and provide the required documents within five (5) calendar days after award of the Contract to bidder, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders. **Each bid must conform and be responsive to the Contract Documents as defined in the General Conditions.**
- 13. Bid Protest Procedure.** Any bidder may file a bid protest. The protest shall be filed in writing with the project manager not more than three (3) business days after the date of the bid opening. An e-mail address shall be provided by the protesting bidder, and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

- a. **Resolution of Bid Controversy:** Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the Work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within seven (7) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.
- b. **Appeal:** If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the Assistant Superintendent for Business and Support Services, or their designee, within three (3) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

**Ms. Pam Smith**  
**Sierra Sands Unified School District**  
**Asst. Superintendent for Business and Support Services**  
**113 W. Felspar Ave.**  
**Ridgecrest, CA 93555**

- c. **Appeal Review:** The Assistant Superintendent for Business and Support Services or their designee shall review the decision on the bid protest from the Director of Facilities and issue a written response to the appeal, or if appropriate, appoint a Hearing officer to conduct a hearing and issue a written decision. The written decision of the Assistant Superintendent for Business and Support Services or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further Appeals.
  - d. **Reservation of Rights to Proceed with Project Pending Appeal.** N/A
  - e. **Finality:** Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.
14. **Alternates.** N/A
15. **Evidence of Responsibility.** Upon the request of the District, a bidder whose bid is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, surety and insurance claims experience, construction experience completion ability, workload, organization available for the performance of the Contract, and other factors pertinent to a Project of the scope and complexity involved.
16. **General Contractor** shall carefully study the Preliminary Master Project Schedule in the Contract Documents. The dates shown on the Master Project Schedule are only approximate dates and durations. **The General Contractor shall be responsible for providing the baseline schedule indicating Substantial Completion and beneficial occupancy by no later than August 31, 2018.**
17. **Listing Subcontractors.** Each bidder shall submit with his bid, on the form furnished with the Contract Documents, a list of the names, license numbers, and locations of the places of business of each subcontractor who under subcontract to the bidder, specially fabricates and installs a portion of the work, in an amount in excess of one-half of one percent of the bidder's total bid as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).



**18. Workers' Compensation.** In accordance with the provisions of Labor Code Section 3700, the successful bidder as the General Contractor shall secure payment of compensation to all employees. The General Contractor shall sign and file with the District the following certificate prior to performing the work under this contract: "I am aware of the provisions of section 3700 of the Labor Code, which requires every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of the Bid Documents.

**19. General Contractor's License.** To perform the work required by this notice, the **General Contractor must possess and maintain a 'A' License** throughout the duration of the Contract. If, at the time of award of the Contract, bidder is not licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California and the Notice Inviting to bid, such bid will not be considered and the bidder will forfeit its bid security to the District.

**a. SB854.** No Contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No Contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**20. Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The General Contractor agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the General Contractor agrees to require like compliance by any subcontractor employed on the work by the General Contractor.

**21. Preference for Materials and Substitutions.** No substitutions allowed in this project.

**22. Disqualification of Bidders and Proposals.** N/A

**23. Unbalanced or Altered Bids.** N/A

**24. Employment of Apprentices.** The General Contractor and all his subcontractors shall comply with the provisions of California Labor Code including, but not limited to, Sections 1775.5, 1777.6, and 1777.7 concerning the employment of apprentices. The General Contractor and any subcontractors under him shall comply with the requirements of said Sections, including applicable portions of all subsequent amendments in the employment of apprentices; however, the General Contractor shall have full responsibility for compliance with said Labor Code Sections, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

**25. Non-Collusion Declaration.** Public Contract Code Section 7106 requires bidders to submit declaration of non-collusion with their bids. This form is included with the bid documents and must be signed and dated by the bidder under penalty of perjury.

**26. Wage Rates, Travel and Subsistence.**

**a.** The General Contractor and subcontractors shall comply with the requirements set forth in Division 2, Part 7, chapter 1 of the Labor Code. Pursuant to Labor Code Section 1770 et seq., the

District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the District to any interested party on request and are also available from the Director of the Department of Industrial Relations. The General Contractor shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points in the Site.

- b. Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment such person in such classification.
- c. Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1 ½%) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.
- d. These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the District, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the **General Contractor's** responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the **General Contractor** to whom the Contract is awarded, and upon any subcontractor under such **General Contractor**, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

**27. No Telephone or Facsimile Availability.** No telephone or facsimile machine will be available to bidders on the District premises at any time. No telephone or facsimile bids will be accepted.

**28. Obtaining Bidding Documents.** Bid documents may be obtained from:

**Dave Hall**  
**(760) 668-2387**  
**[dhall@ssusd.org](mailto:dhall@ssusd.org)**

Bidders shall utilize a complete set of Bidding Documents in preparing a bid. The failure or omission of bidder to receive any Bidding Documents, form, instrument, Addendum, or other document shall not relieve bidder from any obligations with respect to the bid and/or Contract.

**29. Addenda.** Clarification or any other notice of a change in the Bidding Documents will be issued only by the District and only in the form of a written Addendum, transmitted by fax, e-mail, or available for pick up to all who are known by the issuing office to have received a complete set of Bidding Documents. Any other purported Addenda are void and unenforceable.

Bidder is responsible for ascertaining the disposition of all Addenda issued regardless of District notification and to be bound by all addenda that have been issued for the project prior to bid. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for inspection. Each Addendum will be numbered, dated and identified with the Project number. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable.

**Debarment.** Bidder may also be subject to debarment, in addition to seeking remedies for False Claims under Government Code Section 12650 et seq. and Penal Code Section 72, the District may debar a General Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the General Contractor has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the District
- b. Committed an act or omission which reflects on the General Contractor's quality, fitness or capacity to perform work for the District;
- c. Committed an act or offense which indicates a lack of business integrity or business honesty; or
- d. Made or submitted a false claim against the District or any other public entity (See Government Code Section 12650 et seq., and Penal Code Section 72.)

## **CHECKLIST OF MANDATORY BID FORMS**

(For General Contractor's use and reference)

Additional documents may be required. Bidder should carefully review all Contract Documents and Bid Documents.

1. Bid Form
2. Designation of Subcontractors Form
3. Bid Bond Form
4. Bid Guarantee Form
5. General Contractor's Certificate Regarding Workers' Compensation Form
6. Non-Collusion Declaration Form
7. Acknowledgment of Bidding Practices Regarding Indemnity
8. General Contractor's Certificate Regarding Drug-Free Work Place
9. DVBE Participation Statement
10. General Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy

**BID FORM**

**Demolition of Select Structures  
At  
Old Murray Middle School  
Sierra Sands Unified School District**

**General Contractor, B License** \_\_\_\_\_

**Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Telephone (     )** \_\_\_\_\_

**Mobile (     )** \_\_\_\_\_

**Fax (     )** \_\_\_\_\_

**Email** \_\_\_\_\_

**To: Sierra Sands Unified School District, acting by and through its Governing Board, herein called "District".**

1. Pursuant to and in compliance with your **Notice Inviting for Bids** and other Contract Documents relating therein, the undersigned bidder, having familiarized himself with the terms of the Contract, the Prime Trade Contractor Category of Work, the local conditions affecting the performance of the Contract, the cost of the Work at the place where the Work is to be done, with the Drawings and Specifications, and other Addenda, hereby proposes and agrees to perform within the time stipulated, the Trade Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and finish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Trade Contract and complete all of the Work in a workmanlike manner required in connection with the installation of **Demolition of Select Structures at Old Murray Middle School** in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the Business Office of said District for the amount set forth herein.

**2. ADDENDA**

Bidder acknowledges that it is Bidder's responsibility to ascertain whether any Addenda have been issued, and if so, to obtain copies of such Addenda from Owner's facility at the appropriate address stated on Page 1 of this Bid Form. Bidder therefore agrees to be bound by all Addenda that have been issued for this Bid.

**3. LUMP SUM BASE BID**

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(\$ .00) Dollars

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**4. Alternates (N/A)**

**5. Time for Construction –**

The District may give a Notice to Proceed within sixty (60) days of the award of the bid by the District. Once the Prime Trade Contractor has received the Notice to Proceed, the Prime Trade Contractor shall diligently study and work with the District and other trades, if applicable, to provide a realistic **Baseline Schedule** for the purpose of outline the entire Scope of Work and to complete the Work in the time specified in the Agreement.

By submitting this bid, Prime Trade Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project.

Further, Prime Trade Contractor has included in the analysis of the time required for this Project, rain days, School operation delays, and the requisite time to complete Punch List.

- 6.** It is understood the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Prime Trade Contractor understands that it may not withdraw this bid for a period of sixty (60) days after the date set for the opening of Bids.
- 7.** Attached is **bid security** in the amount not less than ten percent (10%) of the bid: bid bond (10% of the Bid), certified check, or cashier's check.
- 8.** The List of **Designated Subcontractors** is attached hereto.
- 9.** The required **Non-Collusion Declaration** is attached hereto.
- 10.** It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the District the **Performance Bond and Payment Bond**, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Prime Trade Contractor in the time specified in the Contract Documents.

11. The names of all persons interested in the foregoing proposal as principals are as follows:

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**IMPORTANT NOTICE:**

If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.

12. **PROTEST PROCEDURES**

If there is a bid protest, the grounds shall be submitted as set forth in the **Instruction to Bidders**.

13. The undersigned bidder shall have a **General Contractor A license** and shall provide the following California Contractor's license information:

**Contractor License No.** \_\_\_\_\_; **Expiration Date** \_\_\_\_\_

**Name on License** \_\_\_\_\_

**Class of License** \_\_\_\_\_

14. Time is of the essence regarding the completion of the Project in Contract Time as set forth in the Preliminary Schedule. Therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the District may declare the bidder's bid deposit or bond forfeited as damages.

15. The bidder declares that he/she has carefully examined the location of the proposed Project, that he/she has examined the Contract Documents, including the



Plans, General Conditions, Supplemental Conditions, Addenda, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

**16. DEBARMENT**

In addition to seeking remedies for False Claims under Government Code Section 12650 et seq. and Penal Code Section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the **General Contractor** has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the District.
- b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District.
- c. Committed an act or offense which indicates a lack of business integrity or business honesty, or
- d. Made or submitted a false claim against the District or any other public entity. (See Government Code Section 12650, et seq. Penal Code Section 72)

**17. DESIGNATION OF SUBCONTRACTORS**

In compliance with the subletting and subcontracting Fair Practices Act (California Public Contract Code Section 4100 et seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form.

## DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Section 4100 et seq.) and any amendments thereof, each Bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the **General Contractor**, who will perform work or labor or work improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the **General Contractor**, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the **General Contractor's** total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The **General Contractor** shall list only one subcontractor for each such portion as is defined by the **General Contractor** in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If the **General Contractor** fails to specify a subcontractor, or if the **General 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 **General Contractor's** total bid, the **General Contractor** shall be deemed to have agreed that the Subcontractor is fully qualified to perform that portion, and that the Contractor alone shall perform the portion of the Work.

No **General Contractor** whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the **General Contractor's** total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the **General Contractor's** total bid where 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.

**Note:** If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternate, a separate list of subcontractors must be provided for each such Alternate.

Description & Portion of Work	Name of Subcontractor	Business Address	Telephone	License Type & Number

**Proper Name of Bidder** \_\_\_\_\_

I agree to receive service of notice at the E-mail address below.

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid proposal are true and correct.

---

Proper Name of Company

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Name of Bidder

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Street Address

---

City, State, zip

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(      )

---

Phone Number

---

(      )

---

Mobile Number

---

(      )

---

E-mail

By

---

Signature of Bidder Representative

---

Date

**NOTE:** If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be in permanent blue ink.

**BID BOND FORM**

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and \_\_\_\_\_ (hereafter called "Surety"), are hereby held and firmly bound unto the Sierra Sands Unified School District (hereafter called "District") in the sum of 10% of the lump sum base bid amount for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the Demolition of Select Structures at Old Murray Middle School located on Naval Air Weapons Station, China Lake, CA.

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void, otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway 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 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 without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

By \_\_\_\_\_

Principal's Signature

(CORPORATE SEAL)

\_\_\_\_\_

Typed or Printed Name

\_\_\_\_\_

Principal's Title

By \_\_\_\_\_

Surety's Signature

(CORPORATE SEAL)

\_\_\_\_\_

Typed or Printed Name

\_\_\_\_\_

Title

(Attached Attorney in Fact Certificate)

\_\_\_\_\_

Surety's Name

\_\_\_\_\_

Surety's Address

\_\_\_\_\_

Surety's Phone Number

IMPORTANT:

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

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

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

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BID GUARANTEE FORM

(Use only when not using a Bid Bond)

Accompanying this proposal is a cashier's check payable to the order of the Sierra Sands Unified School District or a certified check payable to the order of the Sierra Sands Unified School District in an amount equal to ten percent (10%) of the lump sum base bid amount

(\$\_\_\_\_\_ .00).

The proceeds of the check shall become the property of said District, if this proposal shall be accepted by the District through the District's Governing Board, and the undersigned fails to execute a Contract with and furnish the sureties required by the District within the required time; otherwise, said check is to be returned to the undersigned.

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Bidder

**Note:** Use this form in lieu of Bid Bond form when a cashier's check or certified check accompanying the bid.

TRADE CONTRACTORS' CERTIFICATE REGARDING  
WORKERS' COMPENSATION FORM

Labor Code Section 3700 in relevant part provides:

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

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. 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 ability to self-insure and to pay compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public district agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Date)

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 submitted with the Prime Trade Contractor's bid.



NON-COLLUSION DECLARATION

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_ ,  
[Title] [Name of Company]

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]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Company

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 submitted with the Prime Trade Contractor's bid.

ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY

To: Sierra Sands Unified School District

Re: **Demolition of Select Structures at Old Murray Middle School**

Please be advised that with respect to the above referenced Project the undersigned **General Contractor** on behalf of itself and it's subcontractors hereby waives the benefits and protection of Labor Code Section 3864, which provides:

"If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury."

This agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the District of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

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Contracting Party Signature

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Name of Agent/Title

Old Murray Middle School

Sierra Sands Unified School District

Acknowledgment of Bidding Practices  
Regarding Indemnity

DISABLED VETERAN BUSINESS ENTERPRISE  
(DVBE) PARTICIPATION STATEMENT

Each bidder must complete this form in order to comply with the Sierra Sands Unified School District ("District") policy for participation of disabled veteran business enterprises (School District projects funded in whole or in part by the State of California pursuant to the Leroy F. Greene School Facilities Act of 1998). (Education Code Section 17070.10 et seq.)

**Old Murray Middle School  
Demolition of Select Structures**

The undersigned, on behalf of the **General Contractor** named below, certifies that he has made reasonable efforts to secure participation by DVBE in the Contract to be awarded for the above-referenced project, including DVBE subcontractors and/or material suppliers.

Check only one of the following:

\_\_\_ The **General Contractor** was unable after reasonable efforts to secure DVBE participation in the Trade Contract for the above-referenced project. However, the **General Contractor** will use DVBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the **General Contractor** will report to the District the total dollar amount of DVBE participation in any Contract awarded to **General Contractor**, and in any change orders, for the above-referenced Project.

\_\_\_ The **General Contractor** has secured DVBE participation in the Contract for the above-referenced Project, and anticipates that such DVBE participation will equal approximately \_\_\_\_\_ dollars (\$\_\_\_\_\_), which represents approximately \_\_\_\_\_ percent (\_\_\_\_%) of the total Contract for such Project. Upon completion of the Project, **General Contractor** will report to the District the actual total dollar amount of DVBE participation in the Contract awarded to **General Contractor**, and in any change orders, for such Project.

Company \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

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

PRIME TRADE CONTRACTOR CERTIFICATE REGARDING  
ALCOHOLIC BEVERAGE & TOBACCO-FREE CAMPUS POLICY

The **General Contractor** agrees that is will abide by and implement the District's Alcoholic Beverage & Tobacco-Free Campus Policy prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, on District-owned or leased buildings, on District property and in District vehicles. The **General Contractor** shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

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Date

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Prime Trade Contractor

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Signature

**PRE-BID CLARIFICATION FORM (For Contractor's Use)**

NEW MURRAY MIDDLE SCHOOL:	NEW MURRAY MIDDLE SCHOOL		
PROJECT NUMBER:	220001		
TO:	Larry Bookout Pamela Pence	EMAIL:	<a href="mailto:lbookout@prowestpcm.com">lbookout@prowestpcm.com</a> <a href="mailto:ppence@ssusd.org">ppence@ssusd.org</a>

DATE:			
FROM:		EMAIL:	
DOCUMENT/DIVISION NUMBER:		DRAWING NUMBER:	

REQUESTED CLARIFICATION:

RESPONSE TO CLARIFICATION:

Attach additional numbered sheets as necessary; however, only one (1) request shall be contained on each submitted form.

This Request Form must be accompanied by evidence as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) Trade Contractor agrees to pay for any DSA Fees or other Governmental Plan check costs associated with this Substitution Request. (See General Conditions Section 3.6)

The undersigned states that the following paragraphs are correct:

- a) The proposed Substitution does not affect the dimensions shown on the Drawings.
- b) The undersigned will pay for changes to the building design, including Architect, engineering, or other consultant design, detailing, DSA plan check or other governmental plan check costs, and construction costs caused by the requested substitution.
- c) The proposed substitution will have no adverse effect on other trades, the Contract Time, or specified warranty requirements.
- d) Maintenance and service parts will be available locally for the proposed substitution.
- e) In order for the Architect to properly review the substitution request, within seven (7) days prior to the opening of bids, the Trade Contractor shall provide samples, test criteria, manufacturer information, and any other documents requested by Architect or Architect's engineers or consultants, including the submissions that would ordinarily be required under Article 3.7 for Shop Drawings along with a document which provides a side by side comparison of key characteristics and performance criteria (often known as a CSI side by side comparison chart).
- f) If Substitution Request is accepted by the District an Addendum to the bidding documents will be issued to all bidders. Selected Trade Contractor is still required to provide a Submittal for the substituted item pursuant to Article 3.7 and shall provide required Schedule information (including schedule fragments, if applicable) for the substituted item as required under Article 8.3.2.13. The approval of the Architect, Engineer, or District of the substitution request does not mean that the Trade Contractor is relieved of Trade Contractor's responsibilities for Submittals, Shop Drawings, and schedules under Article 3.7 and 8.3.2 if the Trade Contractor is awarded the Project.

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

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

District: \_\_\_\_\_

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

PRIME TRADE CONTRACTORS' CERTIFICATE REGARDING  
DRUG-FREE WORKPLACE

The Drug-Free Workplace Certificate form is required from all successful bidders pursuant to the requirements mandated by Government Code Sections 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 performing 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 contractor or grant, and the Prime Trade Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

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

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

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

I also understand that the Sierra Sands Unified School 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 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

\_\_\_\_\_  
Trade Contractor

\_\_\_\_\_  
Signature



AGREEMENT

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, **2018** in the County of Kern of the State of California by and between the Sierra Sands Unified School District, hereinafter called the "District", and

\_\_\_\_\_, hereinafter call the "General Contractor".

**WITNESSETH** that the District and the **General Contractor** for the consideration stated herein agree as follows:

**Article 1 – Scope of Work:** The **General Contractor** shall furnish all labor, materials, equipment, tools, and utility and transportation services, and shall coordinate and sequence its subcontractor's Work with the District to complete all **the Demolition of Select Structures at Old Murray Middle School** in strict accordance with the Contract Documents enumerated in Article 7. The **General Contractor** shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and shall not be excused with respect to any failure to so comply by an act or omission of the District unless such act or omission **General Contractor** protests, in accordance with the requirements of the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the General Contractor from fully complying with the Contract Documents.

**Article 2 – Time of Completion:** The District may give notice within sixty (60) days of the award of the bid by the District. Once the **General Contractor** has received a notice to proceed, he shall immediately confer, process and affirm that the duration of the Schedule of Work for the **Contract Scope of Work** specified in the bidding documents through final completion of the project. This shall be called Contract Time. (see Article 8.1.1). It is expressly understood that time is of the essence.

The **General Contractor** has thoroughly studied the Project and has satisfied itself that the duration set forth for the Contract Time and the duration provided for the **Contract Scope of Work** for this Project is adequate for the timely and proper completion of the Project. Further, the **General Contractor** has included in the analysis of the time required for this Project, items set forth in General Conditions Section 8.3.2.13, Submittal Schedules, Rain day Float & Government Delay Float.

**Article 3 – Liquidated Damages:** It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the General Contractor will pay the District the sum of **Five Hundred dollars (\$500.00) per Calendar Day** for each and every day of delay attributable to the **General Contractor's** critical path delay to the Project Baseline Schedule as set forth in Article 2 of this

Agreement as Liquidated Damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the **General Contractor** further agrees that the district may deduct such amount thereof from any money due or that may become due the **General Contractor** under the Contract (See Article 9.6 and 2.2 of the General Conditions). This article shall not be construed as preventing the District from recovery of damages (actual or other) under the Contract Documents.

**Article 4 – Contract Price:** The District shall pay the **General Contractor** as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of

\_\_\_\_\_ **dollars**

(\$\_\_\_\_\_.\_\_\_\_), said sum being the total amount stipulated in the Bid **General Contractor** submitted. Payment shall be made as set forth in the General Conditions.

**Allowance, \$**\_\_\_\_\_.

This allowance is for the District’s use during construction and unused allowance balance to be returned to the District.

**Alternates,**

District reserves the right to accept the following alternates within sixty (60) days after the date of this Agreement

**Unit Prices,**

The Contract Sum will be increased by an amount equal to the unit price multiplied by the actual number of units of each unit price item incorporated in the Work, or decreased by an amount equal to the unit price multiplied by the actual number of units of each unit price item eliminated in the Work.

**Article 5 – Hold Harmless Agreement:** The **General Contractor** shall defend, indemnify and hold harmless District, District’s Program Manager, Inspector, and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, the **General Contractor** shall protect and defend, at its own expense, District, Architect, Program Manager, Inspector and their officers, employees, agents and independent contractors from any legal action including attorney’s fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, the **General Contractor** agrees to and does hereby defend, indemnify and hold harmless District, Architect, Program Manager, Inspector and their officers, employees, agents and independent contractors from every claim or

demand made, and every liability, loss, damages, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm, or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.
- (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of **General Contractor** or any person, firm or corporation employed by the **General Contractor**, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss injury, death or damages caused by the sole or active negligence or willful misconduct of the District.
- (c) Any dispute between the **General Contractor** and the General Contractor's subcontractors/suppliers/Sureties, including, but not limited to, any failure or alleged failure of the **General Contractor** (or any person hired or employed directly or indirectly by the **General Contractor**) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

The **General Contractor**, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

**Article 6 – Provisions Required By Law:** Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this 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 inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

**Article 7 – Component Parts of the Contract:** the Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids  
Instructions to Bidders  
Designation of Subcontractors  
Non-Collusion Declaration  
Bid Guarantee Form  
Bid Bond  
Bid Form  
General Contractor's Certificate Regarding Worker's Compensation  
Acknowledgment of bidding Practices Regarding Indemnity  
DVBE Participation Statement and Close-out Forms  
Agreement Form  
Payment Bond  
Guarantee  
Escrow Agreement for Security Deposit In Lieu of Retention  
Workers' Compensation/Employer's Liability Endorsement  
General Liability Endorsement  
Automobile Liability Endorsement  
General Contractor's Certificate Regarding Drug-Free Workplace  
General Contractor's Certificate Regarding Alcohol and Tobacco  
General Contractor's Certificate Regarding Background Checks  
General Conditions  
Supplementary and Special Conditions  
Preliminary Project Schedule  
General Contractor Scope of Work  
Specifications  
All Addenda as Issued  
Drawings/Plans  
Substitution Request Form

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

**Article 8 – Prevailing Wages:** Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules or rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations.

The following are hereby referenced and made a part of this Agreement and the **General Contractor** stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapter 3 through 6 (Section 16000 et seq.).

**Article 9 – Record Audit:** In accordance with Government Code Section 546.7 (and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the District and the **General Contractor** shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

**Article 10 – General Contractor License:** The **General Contractor** must possess throughout the Project a **Class A** Contractor’s License, issued by the State of California, which must be current and in good standing.

**IN WITNESS WHEREOF,** this Agreement has been duly executed by the above named parties, on the day and year first above written.

Sierra Sands Unified School District

General Contractor

\_\_\_\_\_  
Director/ Purchasing and Contracts

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title (Authorized Officer or Agents)

\_\_\_\_\_  
Signature

**(Corporate Seal)**

PAYMENT BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the SIERRA SANDS UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to \_\_\_\_\_ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: \_\_\_\_\_ (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, \_\_\_\_\_, the undersigned Contractor, as Principal; and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the SIERRA SANDS UNIFIED SCHOOL DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, Plans, or specifications, or agreement pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contact, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants

~~Old Murray Middle~~  
~~Burroughs High School~~  
Sierra Sands Unified School District

otherwise entitled to recover under any such contract agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

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

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

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

SURETY:

\_\_\_\_\_

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

Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM

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

Any Claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and address of agent or representative for service of process in California)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary

Public in and for said State, personally appeared \_\_\_\_\_, who proved to

me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the \_\_\_\_\_ (Surety) and acknowledged to me that he/she they subscribed the name of the \_\_\_\_\_ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public in and for said State

Commission expires: \_\_\_\_\_

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.



**PERFORMANCE BOND**  
**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Sierra Sands Unified School District (sometimes referred to hereinafter as "Obligee") has awarded to \_\_\_\_\_ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: \_\_\_\_\_ (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated \_\_\_\_\_, \_\_\_\_\_, (hereinafter referred to as the "Contract"), which is incorporated herein by this reference; and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor, as Principal, and \_\_\_\_\_, a cooperation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Sierra Sands Unified School District in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), said sum being not less than (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount 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 bounded Contractor, his or heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Oblige to be, in default under the contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Oblige as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages; or, at Oblige's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Oblige of the lowest responsible bidder, arrange for a contract between such bidder and the Oblige and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Oblige to the Principal, less any withholdings by the Oblige allowed under the Contract. Oblige shall not be required or obligated to accept a tender of completion from the Surety.

Surety expressly agrees that the Oblige may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Oblige, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety shall accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Oblige and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Oblige and judgement is recovered, the Surety shall pay all costs incurred by the Oblige in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

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

SURETY:

\_\_\_\_\_

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

Attorney-in-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged: \$ \_\_\_\_\_ (This must be filled in by a corporate surety).

**IMPORTANT: THIS IS A REQUIRED FORM**

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

Any claims under this bond may be addressed to:  
(Name and Address of Surety)

(Name and address of agent or representative for  
service of process in California)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the \_\_\_\_\_ (Surety) and acknowledged to me that he/she/they subscribed the name of the \_\_\_\_\_ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OR PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary of Public in and for said State

Commission expires: \_\_\_\_\_

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

**Sierra Sands Unified School District  
Old Murray Middle School  
Select Demolition**

**Scope of Work**

**1.0 SCOPE OF WORK - Specifications**

Furnish all labor, materials, scaffolding, equipment, taxes and supervision necessary to perform all requirements of demolition as identified in the Contract Documents.

1. Section 02221 – Demolition
2. Hazard Materials Report & Protocol

**2.0 SCOPE OF WORK - General**

Contractor also includes, but is not limited to, the following general items required for the Work.

**Administration**

1. Contractor is responsible for providing any applicable permits, fees and licenses that may be required for this scope of work, including Hazmat and dump fees.
2. Contractor is responsible SCAQMD application and fees as may be applicable.
3. Contractor is responsible for mapping location and identification of existing utilities for future reference.
4. All demolished structures, metal buildings, light poles, light fixtures, or C.L. fencing are Contractor salvage unless specifically identified otherwise by the Owner.
5. Contractor to provide daily reports indicating tasks performed and number of workmen.
6. Contractor required to provide certified payroll.

**Supervision & Workers**

7. Supervision and workers must be badged to work on the naval base.
8. Field superintendent is required to be on site when work is being performed.

**Safety**

9. All work performed must be in accordance with OSHA safety regulations.
10. All workers must comply with OSHA regulation having approved personal protective safety equipment.
11. All workers to be been trained in accordance with OSHA regulations regarding asbestos awareness and heat exhaustion protection.
12. All torch-cutting to be in compliance with OSHA regulations.

**Field**

13. Contractor is responsible for providing his own temporary facilities, drinking water, workers shade protection, portolets/handwash, temporary power and construction water.
14. Contractor is responsible for providing protection to adjacent structures during demolition, backfill/compaction and grading tasks.

### **3.0 SCOPE OF WORK – Specific**

Contractor’s work also includes, but is not limited to, the specific Work.

#### **1. Perimeter fence to school grounds**

- A. Remove all perimeter fencing around school area (fence between Navy buildings and remaining school buildings can remain)
- B. District does not want the perimeter fence; materials to be removed from project and disposed
- C. Fence area where posts removed to be backfilled & graded as necessary to provide smooth finished grade when completed
  - a. Contractor to import and provide clean fill dirt for backfill & finish grading as may be necessary

#### **2. School Sign**

- A. Remove school sign off Inyokern Road
  - a. Removal and disposal of sign to include concrete footing and foundation
  - b. Contractor to import and provide clean fill dirt for backfill & finish grading as may be required

#### **3. Contractor responsible to abate all hazardous materials**

- A. District to provide a Hazardous Materials Report and protocol for removal & proper disposal of the following:
  - a. asbestos
  - b. lead paint
  - c. light fixture ballasts
  - d. transformers with oil reservoir

#### **2. MJH50 Ball Wall & MJH53 Building**

- A. Contractor is responsible for the demolition of the entire ball wall and the adjacent building, concrete footings, and asphalt pavement, including but not limited to, the following:
  - a. Locate point of connection and indicate on utilities plan: water, gas & electric
  - b. Remove all ball wall and building debris, structural and reinforcing steel, and concrete rubble from the site, and properly dispose.
  - c. Debris is to be wetted during the demolishing phase, and during “high wind” days for dust control.
  - d. Debris and rubble to be immediately removed from the project site. No stockpiling is permitted.
- B. Contractor is responsible for backfill and equipment wheel-roll compaction where foundation footings are removed.

- C. Contractor is responsible for removing all existing asphalt pavement as follows:
  - a. Saw cut existing asphalt pavement immediately north and adjacent to the fenced basketball court, and also in line with the west end of the ball wall.
  - b. Remove all existing asphalt pavement south of ball wall and the adjacent building to north of the fenced basketball court and eastward to the end of the asphalt pavement at metal building (MJH54).
  - c. If existing, base rock to remain.
- D. Contractor is responsible for equipment compacting the existing ball wall and adjacent building area and grading smooth, as follows:
  - a. No holes, trenches, low or high areas
    - i. finish grade to be consistently smooth over entire site
- E. Contractor is to include in his bid proposal clean import fill dirt as may be necessary to achieve a compacted and consistently smooth finish grade.
- F. Contractor to remove any scattered debris, pieces of concrete, steel or asphalt rubble leaving the entire site clean.

### 3. MJH52 Track & Football Field

- A. Contractor is responsible for the demolition of the entire track and football field, including but not limited to, the following:
  - a. Remove concrete track curb at perimeter of the football field including the concrete curb at the east and west straight track.
    - i. Remove concrete rubble from the site. No stockpiling allowed.
    - ii. Backfill and compact where curb removed
  - b. Remove the C. L. fence at west end of the football field as follows:
    - i. Remove east/west line of C. L. fence north of ball wall (west of football field)
    - ii. Remove north/south line of C. L. fence west of football field and terminate removal at the perimeter fence along Inyokern Rd.
  - c. Remove the existing brick and concrete monuments, foundations and slab-on-grade located northwest of the track and field.
  - d. Remove all irrigation control valves and boxes, follows:
    - i. Locate point of connection and indicate on as built plan for main irrigation line to football field
    - ii. Locate and identify existing irrigation main & branch lines on utilities plan at field
    - iii. Cut/cap irrigation at control valves and remove valve & box
    - iv. Backfill and compact voids where valve boxes removed
  - e. Remove light poles and fixture
    - i. Locate and identify on utilities plan power service to light poles
    - ii. Excavate to remove entire light pole
    - iii. Backfill and equipment compact where poles removed
- B. Contractor is responsible for backfill and equipment compaction where curbs and light poles removed:
  - a. No holes, trenches, low or high areas

- i. finish grade to be consistently smooth over entire site
  - ii. Existing track material to remain
  - iii. Existing field turf to remain
- C. Contractor is to include in his bid proposal clean import fill dirt as may be necessary to achieve a compacted and consistently smooth finish grade.

#### 4. MJH54 Metal Building

- A. District is responsible for removing all items out of the building prior to abatement and demolition.
- B. Contractor is responsible for abatement of hazardous materials in accordance with the Hazardous Materials Report & Protocol and demolition of the building, foundation and slab-on-grade
  - a. Disconnect existing utilities at the building, remove back to point of connection and identify on utilities plan.
  - b. Demolish metal building, including wood building expansion and haul off project site.
  - c. Demolish concrete slab-on-grade, footings and haul off project site.
- D. Contractor is responsible for backfill and equipment compaction where concrete footings and slabs removed.
  - a. No holes, trenches, low or high areas
    - i. Finish grade to be consistently smooth over entire area
- E. Contractor is to include in his bid proposal clean import fill dirt as may be necessary to achieve a compacted and consistently smooth finish grade.

#### 5. MJH55 Field East and MJH56 SB Field West

- A. Contractor is responsible for demolition and haul off project site.
  - a. Remove ball field C. L. fence and backstop including posts and concrete footings
  - b. Remove dugout curbs
  - c. Remove bases & pitcher's plate at SB
  - d. Cut and cap existing water at SB
  - e. Cut and cap drinking water at SB
  - f. Cut and cap irrigation control valves and remove valve and box
  - g. Identify on utilities plans point of connections: irrigation main and branch lines
  - h. Remove steel signage posts, single pole and gymnastic bars, including footings
  - i. Remove CMU retaining wall and footing
  - j. Remove concrete slab-on-grade
  - k. Remove abandoned power pole
- B. Contractor is responsible for backfill and equipment compaction where fence posts, concrete footings and slabs removed.
  - a. No holes, trenches, low or high areas
  - b. Finish grade to be consistently smooth over entire area of each field



- C. Contractor is to include in his bid proposal clean import fill dirt as may be necessary to achieve a compacted and consistently smooth finish grade.

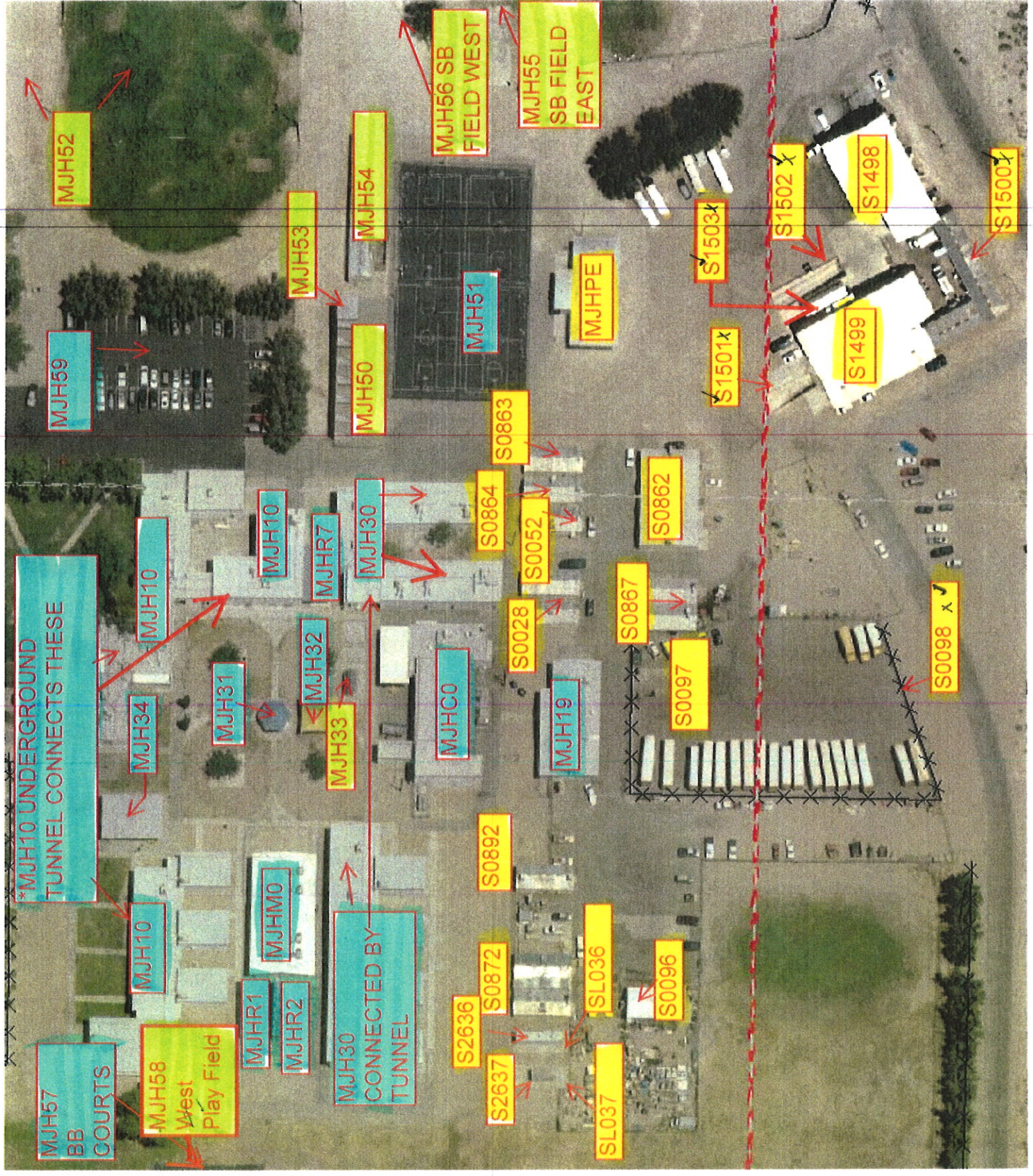
**6. MJH58 West Play Field**

- A. Contractor is responsible for demolition and haul off the project site
  - a. Remove basketball goal posts and footings
  - b. Remove tetherball poles and footings
  - c. Pulverize asphalt pavement and level in place
  - d. Cut and cap existing irrigation control valves and remove valve and box
  - e. Identify on utilities plan irrigation main and branch lines
- B. Contractor is responsible for backfill and equipment compaction where goal posts and pole footings removed.
  - a. No holes, trenches, low or high areas
  - b. Finish grade to be consistently smooth over entire area of field
  - c. If existing, base rock to remain
- C. Contractor is to include in his bid proposal clean import fill dirt as may be necessary to achieve a compacted and consistently smooth finish grade.

**7. MJH33 Portable Shade Shelter**

- A. Contractor is responsible for demolition and removal from the project site the existing portable shade shelter.

**End of Scope of Work**



MJH52

MJH59

MJH53

MJH54

MJH56 SB  
FIELD WEST

MJH55  
SB FIELD  
EAST

MJH50

MJH51

MJHPE

S1503x

S1502x

S1498

S1500x

S1499

S1501x

S0863

S0864

S0052

S0862

S0867

\*MJH10 UNDERGROUND  
TUNNEL CONNECTS THESE

MJH10

MJH10

MJHR7

MJH30

S0864

S0052

S0862

S0867

MJH34

MJH31

MJH32

MJH33

MJHC0

S0028

MJH19

S0097

S0098 x

MJH10

MJHR1

MJHR2

MJHM0

MJH30  
CONNECTED BY  
TUNNEL

S0892

S0872

SL036

S0096

MJH57  
BB  
COURTS

MJH58  
West  
Play Field

S2636

S2637

SL037

S0096