

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:

**Modernization to Wood Shop (G-4), Culinary (C18A) & Site Concrete
at
Burroughs High School**

**Bid Date: May 29, 2018
Bid Time: 2:00pm**

Contractor General Contractor (B License required)	Estimated Cost \$90,000
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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, 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 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 after Monday, May 14, 2018 by contacting Dave Hall, project manager (760) 668-2387.

There will be a **mandatory Pre-Bid Conference at the Project sites on Wednesday, May 16, 2018 beginning promptly at 10:00am.** Participants shall meet at the west student parking lot at the Burroughs High School campus at the intersection of French and Drummond avenues, Ridgecrest, CA. Parking is available.

Each bidder shall be a licensed General 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 'B' License for this Project and must be properly licensed at the time of award and throughout the duration of the Contract. The General Contractor's California State License number shall be clearly stated on the bidder's proposal.

The General 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 General 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 General Contractor to whom the Contract is awarded, and upon any subcontractor under such the General 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 General 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 Contracts 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.

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, B- 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 6, 2018:**
 - i. Modernization of Wood Shop (G-4).
 - ii. Culinary classroom (C18A).
 - iii. Site Concrete.
 - d. The date when Submittals and Shop Drawings are to be delivered and reviewed.
 - e. 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
(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 a B-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 6, 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 'B' 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

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

**Modernization to Wood Shop (G-4), Culinary (C18A)
and
Site Concrete Flagpole Plaza, Ramp & Stair**

FOR

BURROUGHS HIGH 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 **General 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 **Contract Work**, 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 **Contract Work** and complete all of the Work in a workmanlike manner required in connection with the installation of **Modification to Wood Shop (G-4), Culinary (C18A) and Site Concrete Flagpole Plaza, Ramp & Stair** 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

(\$ _____ .00) Dollars

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 **General Contractor** has received the Notice to Proceed, he 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, the **General 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, the **General 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 **General 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 **General Contractor** in the time specified in the Contract Documents.

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

Name of Bidder

Street Address

City, State, zip

()

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 ten (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 thereof, to enter into a Contract in writing for the **Modernization the Wood Shop (G-4), Culinary (C18A), and Site Concrete (Flagpole Plaza, Ramp & Stair) at Burroughs High School.**

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid accepted and the Principal executes and delivers a Contract 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 there under, 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, attorney's fees to be fixed by the court.

IN WITNESS WHEREFORE, 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 present to be signed by their officers, on the day and year first set forth above.

(Corporate Seal)

By

Principal's Signature

Typed or Printed Name

Principal's Title

(Corporate Seal)

By

Surety's Signature

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 certification 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)

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

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

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.

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: **Modernization of Wood Shop (G-4), Culinary (C18A) and Site Concrete at Burroughs High 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.

Contracting Party Signature

Name of Agent/Title

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.)

**Burroughs High School
Modernization to Wood Shop (G-4), Culinary (C18A) & Site Concrete**

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.

Date

Prime 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 Modernization Work to the Wood Shop (G-4), Culinary (C18A) and Site Concrete Flagpole Plaza, Ramp & Stairs project at Burroughs High 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 B** 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)