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BID INSTRUCTIONS / BID FORMS

For

FATHER KEITH B. KENNY GREENSPACE

Bid No. 0117-417
Bids Due: July 1, 2021

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END OF DOCUMENT

DOCUMENT 00 11 16

NOTICE TO BIDDERS

1. **NOTICE IS HEREBY GIVEN** that the governing board ("Board") of the Sacramento City Unified School District ("District") will receive sealed bids for the following project,

Bid No. 0117-417, FATHER KEITH B. KENNY GREENSPACE

2. SCOPE OF WORK

The Project includes, without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work necessary to satisfactorily complete the Work as more specifically described in the Contract Documents. The Work will be performed in strict conformance with the Contract Documents, permits from regulatory agencies with jurisdiction and applicable regulations.

3. DESCRIPTION OF THE WORK

The Project consists of removing a portion of asphalt; installing irrigation and sod area in the back of the playground; removing and replacing fencing fabric along one side of the property line, new fabric to include privacy slats; per plans and specifications prepared by Warren Consulting Engineers, Inc.. The estimate for this project is $275,000.

4. OBTAINING BID DOCUMENTS

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

https://bidders.e-builder.net/landing?bidpackageid=87627dfd-8653-4958-a7c6-5c7b9f615fd4

This link will provide registration instructions and allow you access to the bid documents, plans and specifications. All bid information, documents, etc. will be in e-Builder™. If you need technical assistance, please contact technical support at e-Builder, (888) 288-5717, or support@e-builder.net. You may also contact Jessica Sulli in the SCUSD Contracts Office at jessica-sulli@scusd.edu.

5. PREQUALIFICATION

A. The Bidder is required to be registered as a public works contractor with the Department of Industrial Relations. The Bidder's registration must remain active throughout the term of the Contract. The Bidder is also required to possess one or more of the following State of California Contractor Licenses: **A.** The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

B. Bidders must complete the "Determination of Bidder Responsibility Questionnaire" (included in Bid Form). If a Bidder has completed the questionnaire in response to a District project within the last twelve (12) months, only a letter stating the previously submitted data is still true and accurate, is required.

6. PRE-BID CONFERENCE

A mandatory pre-bid conference and site visit will be held on June 24, 2021 at 9:00 a.m., at 3525 Martin Luther King, Jr. Blvd, Sacramento, California. All participants are required to meet in front of the school, near the flagpole. Bidders are required to arrive for the pre-bid conference on time and to sign an attendance list.

COVID-19 SITE WALK SAFETY PRECAUTIONS WILL BE ENFORCED:

- Only one (1) representative from a company is allowed to attend a site-walk.
- Prior to attending the site walk, all attendees must fill out a questionnaire for COVID-19 screening. Questionnaires will be collected immediately prior to the site walk.
- All attendees will be required to wash or sanitize their hands prior to the start of the site walk. Hand sanitizer will be provided by the District.
- No physical contact is allowed. This means, but is not limited to: handshaking, high-fives, elbow bumping or fist bumping.
- Face coverings are required to be worn by all persons (District staff and visitors).
  - These face coverings must cover one's nose and mouth.
  - Do not touch your face covering until you remove it, and then wash/sanitize your hands.
  - Stay 6 feet apart, even with a face covering.
- A "No Congregation" policy is in effect. Individuals must implement physical distancing by maintaining a minimum distance of 6 feet from other individuals.
- In areas where required physical distancing is impossible, one person at a time will be allowed to view a specific area.

7. REQUESTS FOR CLARIFICATION

If you discover any error, omission, ambiguity, or conflict in the Plans or Specifications you are required to notify the District Contracts Office for clarification such that it is received no later than June 25, 2021. Indicate the Project and Bid number in your request for clarification.

8. BID DATE, PLACE AND TIME

Bids should be submitted electronically through e-Builder. The bids will be received until **2:00 p.m. on July 1, 2021.** At or after which time the bids will be opened privately due to the COVID-19 pandemic. Bid tabulation will be posted within one hour of the bid deadline in the e-Builder Bid Documents and at www.scusd.edu/construction-projects-bids.

Any bid that is submitted after the specified day and time shall be considered non-responsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.

All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.

9. AWARD

The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on base bid amount.

10. DISTRICT CONTINGENCY

The District Contingency is for the sole and exclusive use by the District. All Change Orders that utilize these funds must be originated by the District.

11. BID ACCEPTANCE OR REJECTION

The District reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

12. LIQUIDATED DAMAGES

Liquidated damages shall accrue in the amount of $500 assessment for each day that Work remains incomplete beyond the Project completion deadline specified in the Contract Documents.

13. REQUIRED FORMS FOR BIDDING

Other forms will be required prior to bidding and/or prior to Award as further described in the Instructions to Bidders.

14. BONDS

A bid bond by an admitted surety insurer on the form provided by the District, cash, or a cashier's check or a certified check, drawn to the order of the Sacramento City Unified School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within **seven (7)** calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.

The successful Bidder shall also be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the contract for the Work.

15. SECURITIES

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

16. WAGE REQUIREMENTS

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

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

END OF DOCUMENT

Sacramento City
UNIFIED SCHOOL DISTRICT

SITE WALK COVID-19 SCREENING QUESTIONNAIRE

Visitor Name: _____

Company: _____

Phone Number: _____

Email Address: _____

Bid/Project: _____

Date of Site Walk: _____

Visitor Self Certification

1. Within the past 14 days, have you returned from any country/state for which a Level 3 Travel Health Notice for COVID-19 has been issued by CDC? (Reference: CDC's Novel Coronavirus Travel Health Information)

Yes _____ No _____

2. Within the past 14 days, have you had close contact with or cared for someone who has been diagnosed with COVID-19 or suspected to have COVID-19?

Yes _____ No _____

3. Within the past 24 hours, have you experienced any of the following symptoms: fever, feeling feverish (chills, sweating), cough, sore throat, muscle aches or body aches, shortness of breath? (Reference: CDC Symptoms of Coronavirus 2019 (COVID-19))

Yes _____ No _____

If the answer to any of the above questions is Yes, you may not attend the site walk.

DOCUMENT 00 21 13¶

INSTRUCTIONS TO BIDDERS

Contractors shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

1. BID EVALUATION

Sacramento City Unified School District ("District") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District. District will receive sealed Bids from Bidders as stipulated in the Notice to Bidders.

District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid.

2. BID REQUIREMENTS

Bidders must comply with all of the requirements included in the Notice To Bidders, including but not limited to, the following submissions. Failure of Bidder to provide all required information in a complete and accurate manner may cause the Bid to be considered non-responsive. **Bids may be submitted electronically to e-Builder** and must follow all of requirements listed therein, and must be available for retrieval by the District by the bid opening day and time.

a. Bids on the Bid Form and Proposal and all other required District forms, including all full and complete information required by each Bid Document

b. Determination of Bidder Responsibility Questionnaire

c. Bid Bond on the District's form or other security

d. Designated Subcontractors List

e. Site-Visit Certification, if a site visit is required

f. Non-collusion Declaration

3. BID CHECK OR BOND

Bidders must submit with their Bids cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of base Bid, District Contingency and all additive alternates. If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.

If Bidder to whom Contract is awarded fails or neglects to enter into Contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.

4. SUBCONTRACTORS LIST

Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. All of the listed subcontractors are required to be registered as a public works contractor with the Department of Industrial Relations. The subcontractor's registration must remain active throughout the term of the Contract. Failure to submit this list when required by law shall result in Bid being deemed non-responsive and the Bid will not be considered.

a. An inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.

b. An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:

   (1) The subcontractor is registered prior to the bid opening.

   (2) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.

   (3) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

5. MODIFICATIONS TO FORMS

Bidders shall not modify the Bid Form and Proposal or qualify their Bids. Bidders shall not submit to the District a scanned, re-typed, word-processed, or otherwise recreated version of the Bid Form and Proposal or another District-provided document.

6. BID CONDITIONS

Submission of Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:

a. Bidder has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;

b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;

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

d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by the District is acceptable to Bidder;

e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;

f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Agreement that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.

7. CONDITIONS SHOWN ON THE CONTRACT DOCUMENTS

Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Contractor may only rely, on the accuracy of limited types of information.

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

B. As to any subsurface condition shown or indicated in the Contract Documents, Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions of Contractor drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).

8. CONDITIONS SHOWN IN REPORTS AND DRAWINGS SUPPLIED FOR INFORMATIONAL PURPOSES

Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:

a. Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and

b. Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.

c. These reports and drawings are **not** Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Contractor may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Contractor must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.

9. **REVIEW OF AS-BUILTS**

Bidders may examine any available "as-built" drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of "as-built" drawings. The document entitled Existing Conditions applies to all supplied "as-built" drawings.

10. **ADDENDA**

All questions about the meaning or intent of the Contract Documents are to be directed in writing to the District Contracts Office at Jessica-sulli@scusd.edu. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda posted on e-Builder and the District website, www.scusd.edu/construction-projects-bids no later than June 28, 2021. Questions received after June 25, 2021 may not be answered. Only questions answered by formal written Addenda will be binding. Oral statements and other interpretations or clarifications shall not be relied upon and will be binding or legal effect.

Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.

11. **ACKNOWLEDGEMENT OF ADDENDA**

Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.

12. **PRODUCTS AND MATERIALS**

Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Contractor's damages and/or claims related, in any way, to that Contractor's basing its bid on any requested substitution that the District has not approved.

13. **SUBSTITUTIONS**

Contractors who submit requests for substitutions prior to the Award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:

a. District must receive any request(s) for substitution(s) a minimum of **TEN (10)** calendar days prior to bid opening, and must include if the substitution(s) would change the Bid price if accepted.

    (1) The substitution(s) request(s) shall contain sufficient information to assess acceptability of project or system and impact on Project, including, without limitation the requirements specified in the Drawings, Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution(s).

    (2) See sections 00 41 14 Substitution Request and 01 25 13 Product Options and Substitutions.

b. District may distribute the substitution(s) request to all bidders and change in the Bid price if accepted.

c. Within **10 days** after the date of the Notice of Award, the Successful Bidder shall submit data substantiating a request for substitution containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.

d. Approved substitution(s), if any, shall be listed in Addenda. District reserves the right not to act upon submittals of substitution(s) until after bid opening.

e. Substitution(s) may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.

14. **ALTERNATES**

This Contract may include Alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may or may not, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.

15. **IDENTICAL BIDS**

The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two (2) or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.

16. **TIME FOR COMPLETION**

District may issue a Notice to Proceed within **THREE (3)** months from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within thirty-two (32) calendar days. Construction is scheduled to begin on or around July 12, 2021.

a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this 3-month period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.

b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a 3-month period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this 3-month period shall be by written notice to District within **TEN (10)** calendar days after receipt by Contractor of District's notice of postponement.

c. It is further understood by the Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.

d. Should the Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.

17. **POST AWARD DOCUMENTS**

The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as non-responsive.

a. Agreement: To be executed by successful Bidder.

b. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

c. Payment Bond (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.

d. Insurance Certificates and Endorsements as required.

e. Workers' Compensation Certification.

f. Prevailing Wage and Related Labor Requirements Certification.

g. Criminal Background Investigation & Fingerprinting Certification

h. Drug Free Workplace Certification

i. Tobacco Free Environment Certification

j. Asbestos & Other Hazardous Materials Certification

k. Lead Based Materials Certification

l. Imported Materials Certification

18. **BID PROTEST**

Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.

a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.

b. A bid protest must contain a complete statement of any and all basis for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.

c. The protest must refer to the specific portions of all documents that form the basis for the protest.

1. Without limitation to other basis for protest, an inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.

2. Without limitation to other basis for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:

(a) The subcontractor is registered prior to the bid opening.

(b) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.

(c) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

d. The protest must include the name, address and telephone number of the person representing the protesting party.

e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

f. The procedure and time limits set forth in this paragraph is mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

19. **DISTRICT RIGHT TO REJECT BIDS**

District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.

20. **BID DISCREPANCIES**

Discrepancies between written words and figures, or words and numerals, will be resolved in favor of numerals or figures.

21. **DISTRICT INVESTIGATION RIGHTS**

Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

22. **TITLES**

The titles used in all documents are for convenience only and in no way, define, limit or describe the scope or intent of these documents or any part of it.

END OF DOCUMENT

DOCUMENT 00 21 13.1

BIDDER INFORMATION AND FORMS

DETERMINATION OF BIDDER RESPONSIBILITY QUESTIONNAIRE

The Public Contract Code requires that school districts, in certain circumstances, bid and award public contracts to the lowest *responsive* and *responsible* bidder. California law establishes a very comprehensive standard concerning bidder responsibility, such that a school agency has wide discretion and broad authority to make its determination of bidder responsibility on a case-by-case basis. Such authority empowers the District to conduct its own investigation, and make an assessment of the facts and circumstances to ascertain the quality, fitness, capacity and trustworthiness of each bidder. It is the purpose of this questionnaire to assist in determining contractor responsibility, and to aid the District in selecting the lowest responsible bidder (when the District does not opt to reject all bids).

Bidders must have completed the questionnaire, truthfully and completely, at least once in the past twelve (12) months to be considered for award on this project. If you completed this questionnaire within the past twelve (12) months, you must certify that the data previously submitted is still true and accurate. Bidders must either complete the entire questionnaire or certify the previously submitted data as still current, truthful, and accurate, to be determined responsible and responsive to the bid announcement.

Bidders must answer all questions and provide all requested information, where applicable. If the answer to any question is "none", or is not applicable, please so state in writing. The District will evaluate bidders not only on the information contained in this questionnaire, but also using any and all information available through other sources, including District records, staff or representatives, interviews, and/or reference checks. Based on a complete evaluation, the awarding authority has sole and discretionary judgment to determine if the bidder is deemed responsible and/or qualified to perform the work. Bidders discovered to have omitted required information or provided false, misleading, or substantively incorrect statements, as determined solely by the District, will be disqualified from bidding. The District reserves the right to waive minor irregularities and to make all final determinations regarding prospective bidders' responsibility, fitness, and/or qualifications.

1. Experience: Describe three (3) public works or school district projects that your firm completed within the last three years, either as a Prime or Subcontractor, where your scope of work was similar in building size, scope, contract value and complexity to the proposed project.

A. Project Name: _____

Location: _____ Date completed:_____

Project Description (Scope of work, similarities to current advertised project):

_____

Owner's Representative Name: _____ Ph number: _____

Construction Manager Name: _____ Ph number: _____

General Contractor Name _____ Ph number: _____

(If you were a Subcontractor):

Name of Architect: _____ Number of RFIs _____

Your base contract amount: $_____ Final contract amount : $_____

Explain difference from Base Contract amount, if any. _____

Initial contract time: _____ days Time extensions: _____ days

Days past contract completion date (excl. authorized time extensions): _____ days

B. Project Name: _____

Location: _____ Date completed:_____

Project Description (Scope of work, similarities to current advertised project):

_____

Owner's Representative Name: _____ Ph number: _____

Construction Manager Name: _____ Ph number: _____

General Contractor Name _____ Ph number: _____

(If you were a Subcontractor):

Name of Architect: _____ Number of RFIs _____

Your base contract amount: $_____ Final contract amount : $_____

Explain difference from Base Contract amount, if any. _____

Initial contract time: _____ days Time extensions: _____ days

Days past contract completion date (excl. authorized time extensions): _____ days

C. Project Name: _____

Location: _____Date completed:_____

Project Description (Scope of work, similarities to current advertised project):

_____

Owner's Representative Name: _____ Ph number: _____

Construction Manager Name: _____ Ph number: _____

General Contractor Name _____ Ph number: _____

(If you were a Subcontractor):

Name of Architect: _____ Number of RFIs _____

Your base contract amount: $_____ Final contract amount : $_____

Explain difference from Base Contract amount, if any. _____

Initial contract time: _____ days Time extensions: _____ days

Days past contract completion date (excl. authorized time extensions): _____ days

2. Financial Data: Complete the table below using data from your most recent completed accounting fiscal year and most recent completed accounting fiscal quarter. (Bidder may be required to submit a financial statement upon request.).

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

3. Licensing: Your License Number: _____ (Bidder must be a licensed contractor in California for the appropriate classification for the project being advertised.)

a. Has your license ever been revoked or suspended?

YES☐ NO☐ If yes, please explain (include dates, alleged misconduct, findings, and terms of the revocation or suspension).

_____

_____

b. Has a complaint ever been filed with the Contractor's State License Board against your company that required a formal hearing or inquiry?

YES☐ NO☐ If yes, provide explanation

_____

_____

c. Have you ever been licensed in California under a different name or license number?

YES☐ NO☐ If yes, provide name and/or license number.

_____

Was that license ever revoked or suspended?

YES☐ NO☐ If yes, provide explanation

_____

4. Safety: Has Cal OSHA, Federal OSHA, the EPA or any Air Quality Management District cited your firm in the past three (3) years?

YES☐ NO☐ If yes, attach a copy and description of each citation.

5. Arbitration and Litigation History: Has your firm had any claims, litigation, or disputes ending in mediation or arbitration, or termination for cause associated with any project (either by your company or against your company) in the past five (5) years?

YES☐ NO☐ If yes, attach a description of each instance including details of total claim amount, settlement amount and owner's name and phone number.

6. Prior Disqualifications, Criminal Matters, and Related Civil Suits:

a. Has your firm ever been disqualified from performing work for the Sacramento City Unified School District?

YES☐ NO☐ If yes, provide the following information:

Project name: _____

Date of disqualification: _____

Duration of disqualification: _____

Reason for disqualification: _____

_____

b. Has your firm ever been disqualified from performing work for any contracting entity other than the Sacramento City Unified School District:

YES☐ NO☐ If yes, provide the following information:

Contracting Entity Name: _____

Date of disqualification: _____

Duration of disqualification: _____

Reason for disqualification: _____

_____

c. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

YES☐ NO☐ If "yes," explain who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

_____

_____

d. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction work, fraud, theft, or other act of dishonesty?

YES☐ NO☐ If "yes," explain who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

_____

_____

Questionnaire Certification

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

_____
(Date)

_____
(Name and Title) printed or typed

_____
(Signature)

_____
(Firm Name)

OR

Previously Submitted Questionnaire Certification

(Questionnaires completed more than twelve (12) months before the current bid date are no longer valid)

The undersigned declares under penalty of perjury that all information previously submitted to the District remains to be complete, true, and correct, and that this declaration was executed by the undersigned on:

_____
(Date)

_____
(Name and Title) printed or typed

_____
(Signature)

_____
(Firm Name)

END OF DOCUMENT

BID FORM AND PROPOSAL

Sacramento City Unified School District ("District" or "Owner")

From: _____
(Proper Name of Bidder)

ACKNOWLEDGEMENT OF GENERAL CONDITIONS

The General Conditions and definitions therein are accessible on the SCUSD website at www.scusd.edu/construction-projects and are an integral part of the Contract Documents. The Contractor shall not disclaim knowledge of the meaning and effect of any term or provision of these General Conditions, and Supplemental Conditions, if any, and agrees to strictly abide by their meaning and intent. In the event the Contractor fails to initial this acknowledgement, the District shall have the right to reject the Bid.

CONTRACTOR'S INITIALS: _____

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, tools, transportation, services and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 0117-417

PROJECT: FATHER KEITH B. KENNY GREENSPACE

and will accept in full payment for that Work the following total lump sum amount, all taxes included. **The basis of determining the lowest responsible, responsive bidder will be based upon the stated value of the TOTAL BID.**

A.	_____	Dollars	$ _____
	BASE BID		
B.	_____	Dollars	$ _____
	10% OWNER'S CONTINGENCY		
C.	TEN THOUSAND	Dollars	$ 10,000.00
	UTILITY ALLOWANCE		
D.	_____	Dollars	$ _____
	TOTAL BID		

23. **BID SUBMISSION**

Bids must be submitted electronically in E-Builder.

24. **ALLOWANCE**

The above allowance shall only be allocated for items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.

25. **REVIEW OF WORK IN CONTRACT DOCUMENTS**

The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

26. **DISCREPANCIES AND OMISSIONS**

The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Architect before bid date to verify the issuance of any clarifying Addenda.

27. **WORK COMMENCEMENT AND COMPLETION**

The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.

28. **LIQUIDATED DAMAGES**

The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.

29. **DISTRICT BID RIGHTS**

It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

30. **DOCUMENTS TO BE ATTACHED**

The following documents are attached hereto and hereby attests that all required provisions of said forms will be strictly adhered to:

- Bid Bond on the District's form or other security.
- Designated Subcontractors List.
- All other forms listed in the instructions to bidders

31. **ACCEPTANCE OF ADDENDA**

Acceptance of the following addenda is hereby acknowledged:

No. _____, Dated _____	No. _____, Dated _____	No. _____, Dated _____

32. **REQUIRED LICENSE**

Bidder acknowledges that the license required for performance of the Work is an **A** license.

33. **LABOR HARMONY**

The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

34. **BIDDER COMPETENCY**

The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

35. **BIDDER RISKS**

Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

36. **FALSE CLAIMS**

Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

37. **BIDDER CERTIFICATION**

The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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

Dated this _____ day of _____ 20 ____

Name of Bidder _____

Type of Organization _____

Signed by _____

Name and Title of Signer _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____

Fax Number _____

E-mail _____ Web page _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class:_____ Expiration Date: _____

No.: _____ Class:_____ Expiration Date: _____

Public Works Contractor Registration No.: _____

If Bidder is a corporation, affix corporate seal.

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

END OF DOCUMENT

DOCUMENT 00 43 13

BID BOND

Project: FATHER KEITH B. KENNY GREENSPACE

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

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, _____ as Principal ("Principal"),

and _____ as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the Sacramento City Unified School District ("District") of Sacramento County, State of California as Obligee, in the sum of

_____ Dollars ($ _____)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two (2) bonds, one (1) guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within **seven (7)** days of the date of the District's Notice of Award to Principal.

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 to the work to be performed thereunder, or the specifications accompanying the same, shall in any way 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 the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duty executed by the Principal and Surety above named, on the _____ day of _____, 20___.

_____ (Affix Corporate Seal)
Principal

_____
By

_____ (Affix Corporate Seal)
Surety

_____
By

_____
Name of California Agent of Surety

_____
Address of California Agent of Surety

_____
Telephone Number of California Agent of Surety

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

END OF DOCUMENT

DOCUMENT 00 43 36

DESIGNATED SUBCONTRACTORS LIST

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

PROJECT: FATHER KEITH B. KENNY GREENSPACE

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Bid, including alternates.

If further space is required for the list of proposed subcontractors, attach additional sheets showing the required information, as indicated below.

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 01

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

IF SITE VISIT WAS MANDATORY

PROJECT:FATHER KEITH B. KENNY GREENSPACE

Check option that applies:

_____ I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

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

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

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 19

NON-COLLUSION DECLARATION
Public Contract Code Section 7106
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

PROJECT: FATHER KEITH B. KENNY GREENSPACE

The undersigned declares:

I am the _____ of _____, 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 _____[date], at _____[city], California.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 52 13

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 20___, by and between the Sacramento City Unified School District ("District") and _____ _____ ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work**: Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: FATHER KEITH B. KENNY GREENSPACE

("Project" or "Contract" or "Work")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

2. **The Contract Documents**: The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

3. **Interpretation of Contract Documents**: Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

4. **Time for Completion**: It is hereby understood and agreed that the work under this contract shall be completed within thirty-two (32) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed

5. **Completion-Extension of Time**: Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for

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

6. **Liquidated Damages**: Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Five Hundred dollars ($500) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

   In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

   The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage**: The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

8. **Insurance and Bonds**: Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

9. **Prosecution of Work**: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

10. **Authority of Architect, Project Inspector, and DSA**: Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.

11. **Assignment of Contract**: Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type A Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

13. **Registration as Public Works Contractor**: The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.

14. **Payment of Prevailing Wages**: The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

15. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.

16. **Contract Price**: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

_____**Dollars**

($_____),

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

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

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

CONTRACTOR	**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**
_____	_____
By: _____	By: Rose Ramos
Title: _____	Title: Chief Business Officer

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

END OF DOCUMENT

DOCUMENT 00 61 13.13

PERFORMANCE BOND
(100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Sacramento City Unified School District, ("District") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ (Project Name)

("Project" or "Contract") which Contract dated _____, 20___, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____
_____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of

_____

Dollars ($_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and

- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its 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 the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which

time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20___.

(Affix Corporate Seal)

_____
Principal

_____
By

_____
Surety

_____
By

_____
Name of California Agent of Surety

_____
Address of California Agent of Surety

_____
Telephone No. of California Agent of Surety

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

END OF DOCUMENT

DOCUMENT 00 61 13.16

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Sacramento City Unified School District, (or "District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ (Project Name) ("Project" or "Contract") which Contract dated _____, 20___, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and_____ _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars ($____ _____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, 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 required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in

any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20___.

(Affix Corporate Seal)

_____
Principal

_____
By

_____
Surety

_____
By

_____
Name of California Agent of Surety

_____
Address of California Agent of Surety

_____
Telephone No. of California Agent of Surety

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

END OF DOCUMENT

DOCUMENT 00 45 26

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: 0117-417, Father Keith B. Kenny Greenspace between Sacramento City Unified School District ("District") and _____ _____("Contractor" or "Bidder") ("Contract" or "Project").

The Bidder and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. (1770 & 3700)of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the Director of the State of California Department of Industrial Relations, are available upon request at the District's principal office. Prevailing wage rates are also available on the internet at http://www.dir.ca.gov.

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

a. By being insured against liability to pay compensation by one (1) or more insurers duly authorized to write compensation insurance in this state; and/or

b. By securing from the Department of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Department of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code 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.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

DOCUMENT 00 45 46. 01

PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: 0117-417, Father Keith B. Kenny Greenspace between Sacramento City Unified School District ("District") and _____ _____("Contractor" or "Bidder") ("Contract" or "Project").

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

1. CLAUSES MANDATED BY CONTRACT WORK HOURS & SAFETY STANDARDS ACT.
As used in the following paragraphs, the terms laborers and mechanics include watchmen and guards.

a. Overtime requirements. No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in the foregoing paragraph the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the foregoing paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to Work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the foregoing paragraph.

c. Withholding for unpaid wages and liquidated damages. The District may upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or Subcontractor under the Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the forgoing paragraph.

d. Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the foregoing paragraphs concerning Overtime Requirements and Violation: Liability for Unpaid Wages and Liquidated Damages and also a clause requiring each Subcontractor to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set in this section.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.03

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: 0117-417, Father Keith B. Kenny Greenspace between Sacramento City Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

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

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, 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.

b. Establishing a drug-free awareness program to inform employees about all of the following:

   (1) The dangers of drug abuse in the workplace.

   (2) The person's or organization's policy of maintaining a drug-free workplace.

   (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.

   (4) The penalties that may be imposed upon employees for drug abuse violations.

c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, 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 publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the 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 both. I further

understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.04

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: 0117-417, Father Keith B. Kenny Greenspace between Sacramento City Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. **Any product containing tobacco or nicotine, including, but not limited to, cigarettes, cigars, miniature cigars, smokeless tobacco, snuff, chew, clove cigarettes, betel, electronic cigarettes, electronic hookahs, and other vapor-emitting devices, with or without nicotine content, that mimic the use of tobacco products are prohibited on or in District property.** District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property. This policy does not prohibit the use or possession of prescription products and other cessation aids that have been approved by the U.S. Department of Health and Human Services, Food and Drug Administration, such as nicotine patch or gum.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use any of the above mentioned tobacco or tobacco-alternative products on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.05

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: 0117-417, Father Keith B. Kenny Greenspace between Sacramento City Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

18. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

19. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

20. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.

21. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electronic microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

22. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

23. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.06

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: 0117-417, Father Keith B. Kenny Greenspace between Sacramento City Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

(1) Contractor's work may disturb lead-containing building materials.

(2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.

(3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburses when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

24. Overview of California Law

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

a. Demolition or salvage of structures where lead or materials containing lead are present;

b. Removal or encapsulation of materials containing lead;

c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;

d. Installation of products containing lead;

e. Lead contamination/emergency cleanup;

f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed;

g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.

25. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

26. Contractor's Liability

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

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

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

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;

2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.07

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: 0117-417, Father Keith B. Kenny Greenspace between Sacramento City Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

Certification of:
- □ Delivery Firm/Transporter
- □ Supplier
- □ Manufacturer
- □ Wholesaler
- □ Broker
- □ Retailer
- □ Distributor
- □ Other _____

Type of Entity
- □ Corporation
- □ General Partnership
- □ Limited Partnership
- □ Limited Liability Company
- □ Sole Proprietorship
- □ Other _____

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

_____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.08

CRIMINAL BACKGROUND INVESTIGATION, FINGERPRINTING CERTIFICATION and DISTRICT IDENTIFICATION

PROJECT/CONTRACT NO.: 0117-417, Father Keith B. Kenny Greenspace between Sacramento City Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

1. REQUIREMENTS

Contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, that such employee has not been convicted of a violent or serious felony, as defined in Education Code section 45122.1. Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

2. CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

1. That I am a representative of_____(Contractor), currently under contract ("Contract") with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of the Contractor.

2. Contractor certifies that it has taken the following actions with respect to the construction project which is the subject of the Contract: **INITIAL APPROPRIATE PARAGRAPHS**

_____The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

_____Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: _____

Title: _____

_____No employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

3. DISTRICT IDENTIFICATION BADGES

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

a. The "Criminal Background Investigation" form for required Contractor and Subcontractor employees, and others the District may require is on the last page of this document.

b. The District will issue badges to the General Contractor who will be responsible for issuing them to personnel, subcontractors, suppliers and other construction personnel or guests visiting the site.

c. Failure to enforce this section will be considered a violation of the Agreement subject to removal of worker(s) and imposition of a penalty of up to Fifty Dollars ($50.00) per day, per occurrence.

d. The General Contractor shall provide an updated list of all individual badge holders every Wednesday afternoon to the Facilities office. The General Contractor shall also maintain a daily log in the job shack showing by number the name of the person wearing the numbered tag. The Daily Log shall be accessible to the District personnel at all times.

e. All badges will be returned to the District at the completion of the project. A fee of $50.00 will be paid by the Contractor for each badge not returned within thirty (30) days of the completion of this project.

f. Contractor shall require each badge recipient to acknowledge and sign the Contractor Badge Receipt Form (Individual). Contractor shall be required to acknowledge and sign the Contractor Badge Receipt Form (General Contractor).

g. Failure to comply with this policy will result in immediate removal of the construction personnel from the District property.

4. FINGERPRINTING

Fingerprinting is done so that the District may request a criminal background check from the Department of Justice (DOJ) and/or the Federal Bureau of Investigation (FBI). A photo will also be taken. Once results are received, a badge for the assigned location will be issued through the General Services office.

a. Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

b. The District **will require fingerprints and SCUSD Badges** to be worn by the following:

1. Project Managers
2. Superintendents
3. Foremen (Leads/Supervisors of all Trades)
4. Sub-foremen

c. List of fingerprinted employees assigned to work for the district:

_____ _____

_____ _____

_____ _____

_____ _____

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

5. **FINGERPRINTING PROCESS**

a. CONTRACTOR - Please complete the Contractor Application form for all Project Managers, Superintendents, Foremen and Sub-Foremen, and forward to the District Project Manager in the **Facilities Dept.** by email, for Administrator signature.

b. FACILITIES, MAINTENANCE AND OPERATIONS - Obtain Administrator signature and return the signed form to the Contractor by email.

c. CONTRACTOR – Fingerprinting/live scans are completed daily on Monday to Friday, on a walk-in only basis at the District Office, 5735 47TH Avenue, Sacramento, CA 95824. The turn-around time for results cannot be determined or controlled by the District. It may vary from days to weeks. You will be notified when the District receives your clearance from HR. If you would like to follow up directly with HR, you may contact the District's Project Manager.

6. **APPLICANTS** - Bring the following at the time of your appointment:

a. Signed and completed Application form with the **exact amount of cash payment or company check only.** Call the District 20Office to verify the amount for fingerprinting, at 916-643-7400.

b. Current California Driver's License or acceptable photo Identification Card. Expired licenses or identification cards are not accepted.

c. Social Security Card – required for fingerprinting.

d. Fingerprinting Fee: Please provide the exact amount of cash payment or company check at the time of fingerprinting to the Fingerprinting staff.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT