



PROJECT MANUAL

Rosa Parks Playground Surface Repairs
& Storm Drainage Work

Bid No. 702-0420

for

**Sacramento City Unified School District
3051 Redding Avenue
Sacramento, CA 95820**

PROJECT: Bid No. 702-0420, Rosa Parks Playground Surface Repairs and Storm Drainage Work

PROJECT OWNER: Sacramento City Unified School District
Purchasing Services Contracts Office

Improvements for Sacramento City Unified School District are requested as per plans and specifications prepared by

Sacramento City Unified School District

**BIDS ARE DUE Not Later Than: 2:00 p.m., Monday, July 18, 2011
at 3051 Redding Avenue, Sacramento CA 95820**

A pre-bid Conference will be held at:

Sacramento City Unified School District

Rosa Parks Middle School
2250 68th Avenue
Sacramento, CA 95822

on: **Tuesday, July 12, 2011 at 10:00 a.m.**

PROJECT DIRECTORY

OWNER/PROJECT MANAGEMENT

Sacramento City Unified School District
Matt Kelly, Project Manager
Operations Support Services
425 First Avenue
Sacramento CA 95818
(916) 264-4075, ext.1031 Phone
(916) 264-3107 Fax

CONTRACT MANAGEMENT

Sacramento City Unified School District
Kimberly Teague, Contract Specialist
Administrative Support Services
Contracts Office
5735 47th Avenue
Sacramento, CA 95824
(916) 643-2464 Phone
(916) 643-2190 Fax

LABOR COMPLIANCE

Sacramento City Unified School District

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(A COPY OF THE PREVAILING WAGE SCALE IS ON FILE AT THE DISTRICT OFFICE.)

Sacramento City Unified School District
5735 47th Avenue
Sacramento CA 95824

PUBLIC NOTICE TO CONTRACTORS

Notice is hereby given that the Board of Education of the Sacramento City Unified School District (SCUSD), will receive sealed bids at the District's Contracts Office, 3051 Redding Avenue, Sacramento, California, 95820, during the business hours of 8:00 AM through 4:30 PM, Monday through Friday, holidays excepted, for:

Bid No. 702-0420, Rosa Parks Playground Surface Repair and Storm Drainage Work

according to the drawings and specifications prepared by: Sacramento City Unified School District: The estimate for this project is \$100,000. The contractor shall include in the bid and provide all labor, tools, and materials for a complete and working project in conformance with the intent shown on the drawings and specifications provided herein.

A pre-bid conference and site inspection will be held on **Tuesday, July 12, 2011, at 10:00 a.m., at Rosa Parks Middle School, 2250 68th Ave, Sacramento, CA 95822.**

Bids will be received on **Monday, July 18, 2011, before 2:00 p.m.** on the clock designated by the Owner or its representative as the bid clock, after which time bids will be opened and read aloud at the Sacramento City Unified School District.

In accordance with the provisions of California Business and Professions Code section 7028.15 and Public Contract Code section 3300, SCUSD requires that the Bidder possess a **General Contractor A** classification (s) of contractor's license(s) at the time the bid is submitted. Any bidder not so licensed at the time of the bid opening will be rejected as non-responsive. Bidder shall maintain that license in good standing through project completion, and all applicable warranty periods.

IMPORTANT NOTICE TO BIDDERS: Bidders must complete the "Determination of Bidder Responsibility Questionnaire" (included in Bid Form) to be determined responsible for award and to be responsive to the bid announcement. If a Bidder has completed the questionnaire in response to a District project since **January 1, 2010**, only the certification stating the previously submitted data is still true and accurate, is required.

Each bidder must submit their bid to the Board of Education on the standard forms enclosed. Bids shall be accompanied by cash, a cashier's check, a certified check or bidder's bond of ten percent (10%) of the amount of the base bid submitted, to be made payable to the Sacramento City Unified School District. Only a corporate surety duly admitted and authorized to issue bonds and undertakings by the State of California shall issue bid bonds.

Pursuant to Section 1770, and following, of the California Labor Code, Contractors shall pay not less than the prevailing rate of per diem wages and the rate for legal holidays and overtime work as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rates of per diem wages are available upon request at the office of the SCUSD Planning and Construction, 425 First Avenue, Sacramento, CA 9581824. Attention is directed to Sections 1777.5 and 1777.6 of the Labor Code concerning employment of apprentices by the Contractor of a Subcontractor. The Contractor shall forfeit, as penalty to the Sacramento City Unified School District, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him or by any subcontractor under him, in violation of the provisions of such Labor Code.

This District operates a Labor Compliance Program (“LCP”) pursuant to the Labor Code of the State of California, Sections 1770, and following. Strict adherence to all provisions of the LCP is mandatory.

District, or its designee, has determined that certain materials, services, products or things designated by specific brand or trade name shall not be subject to Public Contract Code section 3400(a) in order that: a field test or experiment may be made to determine the product’s suitability for future use; and/or in order to match other materials, services, products or things in use on a particular District public improvement either completed or in the course of completion; and/or in order to obtain a necessary item that is only available from one source; and/or in order to respond to an emergency declared by District. Specific materials, services, products or things are identified in the project specifications.

The successful bidder will be allowed to substitute securities or establish an escrow in lieu of retainage, pursuant to Public Contract Code Section 22300, and as described in the Instructions to Bidders.

Bidders may secure copies of the Project Manual, including specifications, by calling SCUSD Planning & Construction at 916-264-4075, ext 1020. If a Bidder requests a bid set to be shipped to them, shipping charges are the Bidders responsibility.

The SCUSD and its Board of Education reserve the right to reject any or all bids or to waive any irregularities or informalities of any bids or in the bidding process. The SCUSD is an Equal Opportunity Employer.

By order of the Board of Education, Sacramento City Unified School District.

Dated: July 8, 2011

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

INSTRUCTIONS TO BIDDERS

1. BID PREPARATIONS/RESPONSIVENESS

All portions of the Bid Form must be completed before the bid is submitted. Failure to submit all required and completed documents may result in the bid being rejected as nonresponsive. Attached to and submitted with the bid form, the Bidder must provide, and sign where required, the Acknowledgment of General Conditions, a completed Noncollusion Declaration, Statement of Compliance, Designation of Subcontractors, Workers' Compensation Certificate, Drug-Free Workplace Certification, Declaration Regarding Employee Fingerprinting and Criminal Background Check, DVBE documents, an appropriate bid security, and the Determination of Bidder Responsibility Questionnaire, hereinafter referred to as "Bidding Documents."

2. SUBMISSION OF BID FORM/ORIGINAL SIGNATURES

One original Bid Form, or photocopy, in the form provided, with all items completed, shall be submitted with all required documents as the bid. The Bid Form submitted shall contain the original signature in ink (not a photocopy or stamp) by the person or persons legally authorized to bind the Bidder to a contract. The Bidder's representative shall sign and date the Declaration included in the Bid Form. Failure to submit a Bid Form with an original signature and date will cause the Bid to be rejected.

Bidders are warned against making erasures or alterations of any kind on the bid form. Bids which contain omissions, erasures, alterations, conditions, or additions not called for may be rejected. The bid shall be enclosed in a sealed envelope having the name of the Project, as it appears on the bid, and the name and address of the bidder shown thereon. When a price is quoted in both words and figures, the words shall prevail in case of a discrepancy.

3. FAILURE TO SUBMIT A BID PRICE

Failure to submit a price for the bid will result in the Bid being rejected. Failure to submit a price for any required Alternate or Unit Price of the Bid will result in the Bid being rejected.

4. BID SECURITIES / SECURITIES DEPOSIT IN LIEU OF WITHOLDING:

Each Bid shall be accompanied by Bid Security in the amount of 10% of the Lump Sum Base Bid as security for the Bidder's obligation to enter into a Contract with the District on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Securities shall be cash, a Bid Bond on the form provided by the District and included herein, and signed in favor of the District, or a certified or cashier's check made payable to "Sacramento City Unified School District." When a Bond is used for a Bid Security, failure to use the District's Bid Bond form will result in rejection of the Bid. If a Bid Bond is submitted and an attorney-in-fact executes the Bid Bond on behalf of the surety, a notarized and current copy of the power of attorney shall be affixed to the Bid Bond. The surety issuing the Bid Bond shall be, on the Bid Deadline, listed in the latest published State of California, Department of Insurance, and list of "Insurers Admitted to Transact Surety Insurance in this State."

The District shall not be precluded by such cash, bond, certified check, or cashier's check from recovering from the defaulting bidder damages in excess of the amount of said cash, bond, certified check, or cashier's check incurred as a result of the failure of the successful bidder to complete, sign and return in strict compliance with these Contract Documents the required documents.

Pursuant to Section 22300 of the Public Contract Code, the successful Contractor may substitute a deposit of securities in lieu of the District withholding any monies to ensure

Contractor's performance under the Contract. Alternatively, Contractors may request that the District make payment of retention earned directly to an escrow agent at the expense of Contractor. The provisions of Public Contract Code section 22300 are incorporated herein by reference as though set forth in full, and shall govern the substitution of securities and/or escrow account. Securities eligible for investment under this section shall include those listed in Section 16430 of the Government Code, and bank or savings and loan certificates of deposit.

5. PRE-BID CONFERENCES

Bidders shall attend the Pre-Bid conference, if made mandatory, at which the District reviews the requirements of the Bidding Documents, comments and questions are received from Bidders, and a project site visit is conducted. Attendees shall arrive for the Pre-Bid meeting on time and to sign an attendance list, which is used to determine if Bidders meet this requirement. Bidders who arrive late and/or do not attend the entire Pre-Bid conference will be deemed to have not complied with the requirements of the Bidding Documents and their bid will be rejected.

6. BIDDER/SUBCONTRACTOR LICENSING

At the time of submission of the Bid, the Bidder and all Subcontractors, regardless of tier, shall have the appropriate license(s) issued by the State of California Contractors' State License Board for the work to be performed and shall be skilled and regularly engaged in the general class or type of work called for. For this project, Bidders shall possess a **General Contract A** contractor's license (s) at the time the bid is submitted. If the Bidder is a joint venture, at the time of submission of the Bid, the Bidder shall have a joint venture license appropriate for the scope of the work, and each member of the joint venture shall likewise have the appropriate license. The State of California Business and Professions Code, Division 3, Chapter 9, known as the "Contractors' License Law," establishes licensing requirements for contractors. If a bidder that is a specialty contractor, submits a bid involving three or more specialized building trades, the work of which is more than incidental and supplemental to the performance of the work for which bidder holds a specialty contractor license, Bidder must also hold either (1) a specialty contractor "C" license in each such trade, (2) a general engineering contractor "A" license, or (3) a general building contractor "B" license. This requirement is applicable whether or not Bidder lists a subcontractor for each such trade.

7. CONTRACTORS EXPERIENCE

In addition to other minimum qualifications, the successful Bidder must also demonstrate to the satisfaction of the District, a minimum of five (5) years experience to be qualified to perform the work described in the Contract Documents.

8. DESIGNATION OF SUBCONTRACTORS

In accordance with California Public Contract Code, Chapter 4 (commencing with Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California (Subletting and Subcontracting Fair Practices Act), each bidder shall list in the bid form (a) all first-tier subcontractors that will perform work, labor or render services to the bidder in or about the construction of the work or improvement to be performed or a subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of ½ of 1% of the bid amount, and (b) the portion of the work which will be done by each such subcontractor. The Contractor shall list only one subcontractor for each such portion as defined by the Contractor in Contractor's bid. **NOTE:** If an A or B General Contractor is listed as a first-tier subcontractor, the bidder must identify all

of the specific scopes of work to be performed by that General subcontractor. If Contractor fails to specify a subcontractor for any portion of the work to be performed under this Contract in excess of one-half of one percent (0.5%) of the bid, Contractor agrees to perform that portion himself.

The bid form contains a Designation of Subcontractor form with spaces for the following information: (1) Work Activity (Type of trade, labor or service); (2) Name and License number of Subcontractor, with Expiration Date, and; (3) Complete Address and Telephone Number. Failure to list the name and location of the business will result in the District treating the bid as if no Subcontractor was listed for the Work Activity. The Bidder thereby represents to the District that the Bidder is fully qualified to perform that portion of Work and shall perform that Work Activity.

Information requested in the Designation of Subcontractor Form for subcontractors, other than the name and location of the business, must be provided within twenty-four (24) hours of notification or the District will treat the Bid as if no Subcontractor was listed for the Work Activity and Bidder will thereby represent to the District that the Bidder agrees that it is fully qualified to perform that portion of the work and shall perform that Work Activity.

9. DISABLED VETERANS BUSINESS ENTERPRISES (DVBE)

This contract is is not subject to DVBE requirements of Education Code § 17076.11.

10. RESPONSIBILITY OF SUBCONTRACTORS

Prior to Contract award, the District will notify the Bidder in writing if the District objects to a subcontractor proposed by the Bidder. District may require financial documents, references, and evidence of experience for the subcontractor. Failure of the District to object to a proposed subcontractor prior to award of the Contract shall not preclude the District from requiring replacement of any subcontractor.

11. REPORTS/PRE-EXISTING CONDITIONS

The District may have obtained report(s) that contain facts that may materially affect bidders' bids. In addition, the District has constructed other public works projects throughout the district, and obtained reports and other information in the course of the design and construction of those other projects, which may contain facts that may materially affect bidders' bids. Bidders are strongly encouraged to inspect all of the District's reports, records and documents referred to above. Reports and documents are available upon request at District Operations for inspection and copying at bidders' sole cost and expense, during normal working hours.

12. CONTRACTORS RESPONSIBILITY TO VERIFY SUBSURFACE CONDITIONS AND OTHER CONDITIONS

Investigations of subsurface conditions or otherwise, are made for the purpose of design, and the District assumes no responsibility whatsoever with respect to the sufficiency or accuracy of the placement of underground utilities, borings, logs of test borings, or other preliminary investigations, or of the interpretation thereof. Furthermore, there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or any part of it, or that unanticipated conditions may not occur.

When reports of existing utility locations, logs of test borings, and/or other such reports are available to the Contractor or included in the Contract Documents, it is expressly understood and agreed that such reports do not constitute a part of the Contract. The reports only represent an opinion of the District as to the character of the conditions to be encountered, and are made

available or included in the Contract Documents only for the convenience of the bidders. Bidders must satisfy themselves through their own investigation as to conditions to be encountered.

The submission of a bid shall be conclusive evidence that the Contractor has satisfied himself through Contractor's own investigation as to the conditions to be encountered; the character, quality, and scope of work to be performed; the materials and equipment to be furnished; and all requirements of the Contract Documents.

Investigations of subsurface conditions are made for the purpose of design, and the District assumes no responsibility whatsoever with respect to the sufficiency or accuracy of borings, the log of test borings, or other preliminary investigations, or of the interpretation thereof, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or any part of it, or that unanticipated conditions may not occur. Making such information available to bidders is not to be construed in any way as a waiver of the previous provisions of this section, and bidders must satisfy themselves, through their own investigations, as to conditions to be encountered.

NOTE: If the successful bidder determines that bore drilling, radar detection services, or other such subsurface investigations are necessary to confirm existing conditions, all associated costs for such investigations shall be the Contractor's responsibility and should be considered as part of the bid process.

13. ADDENDA

Addenda will be issued only by the District and only in writing. Addenda will be identified as such and will be mailed, faxed, sent electronically, or delivered to all who are known by the Contracts Office who have received a complete set of bidding documents and who have provided a street address, fax number, or electronic address, for receipt of addenda. (Copies of addenda will also be made available at designated plan rooms for inspection.) Addenda will be issued such that they should be received by prospective bidders who have provided a street address for receipt of addenda, no later than seventy-two (72) hours prior to the bid deadline. Addenda withdrawing the request for bids, postponing the bid deadline, or providing clarifications that do not materially impact the Bidders Bid, may be issued anytime prior to the bid deadline. Each bidder shall be responsible for ascertaining, prior to submitting a bid, that the bidder has received all issued addenda. Addenda will be issued only by the District and only in writing. Addenda will be identified as such and will be mailed, faxed, or delivered to all who are known by the Contracts Office who have received a complete set of bidding documents and who have provided a street address for receipt of addenda. (Copies of addenda will also be made available at designated plan rooms for inspection.) Addenda will be issued such that they should be received by prospective bidders who have provided a street address for receipt of addenda, no later than seventy-two (72) hours prior to the bid deadline. Addenda withdrawing the request for bids, postponing the bid deadline, or providing clarifications that do not materially impact the Bidders Bid, may be issued anytime prior to the bid deadline. Each bidder shall be responsible for ascertaining, prior to submitting a bid, that the bidder has received all issued addenda.

If discrepancies or apparent errors are found in the Contract Documents prior to the date of bid opening, bidders shall submit a written request for clarification, which response to said request will be given in the form of addenda to all bidders, if time permits.

The correction of any discrepancies in, or omissions from the drawings, specifications, or other Contract Documents, or any interpretation thereof, during the bidding period will be made only by an addendum issued by the District. A copy of each such addendum issued by the District will be mailed, faxed or delivered to each person receiving a set of the Contract Documents, and shall be made a part of the Contract. Any other interpretation or explanation of such documents will not be considered binding.

14. FINGERPRINTING RULES AND REGULATIONS

The Contractor and all Subcontractors are required to comply with all rules and regulations enacted by the District regarding fingerprinting. Contractor's employees and subcontractors on this project may experience limited contact with students; therefore the Contractor is referred to the General Conditions of the Contract for specific information on fingerprinting requirements for this project. (General Conditions, dated March 9, 2007, may be found on the District's website, at www.scusd.edu/contracts/GenCondConst.htm).

15. BID PROTESTS

Bid protests shall be filed in writing with Sacramento City Unified School District Contracts Office, 3051 Redding Avenue, Sacramento, California, 95820 by certified or registered mail, not later than three (3) business days after the bid opening. If the protest is based on the selection of the apparent lowest responsible bidder, it shall be filed in writing not later than three (3) business days after selection of the apparent lowest responsible bidder. The protest shall specify the reasons and facts upon which the protest is based.

16. REVIEW OF PLANS AND SPECIFICATIONS

Pursuant to Public Contract Code section 1104: 1) bidders shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, except on clearly designated design build projects; 2) however, bidders shall be required to review architectural or engineering plans and specifications prior to submission of their bids and to report any errors and omissions to the Architect or District; and 3) the review shall be confined to the bidder's capacity as a bidder and not as a licensed design professional.

17. WITHDRAWAL OF BID

A bid may be withdrawn at any time prior to the time fixed in the Public Notice to Contractors for the opening of bids by a written request of the bidder, filed with the District. The withdrawal of a bid will not prejudice the right of a bidder to file a new bid within the time prescribed.

18. TAXES

Bid prices shall include allowance for all taxes, including, but not limited to, all applicable Federal, State, and local taxes.

19. DISQUALIFICATION OF BIDDERS.

More than one prime bid from any individual, firm, partnership, corporation, or association, under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work will cause the rejection of all bids in which such bidder is interested. If there is reason to believe that collusion exists among the bidders, none of the participants in such collusion will be considered.

20. RELIEF OF BIDDERS:

Attention is directed to the provisions of Public Contract Code section 5100, and following, concerning relief of bidders, and in particular to the requirements therein, including that if the bidder claims a mistake was made in Contractor's bid, the bidder shall give the District written notice within five (5) days after opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

The District reserves the right to reject any and all bids and to waive any minor irregularity in a bid.

BID FORM

PROJECT: Bid No. 702-0420, Rosa Parks Playground Surface Repair
and Storm Draining Work
2250 68th Avenue
Sacramento, CA 95822

BID TO: Board of Education
Sacramento City Unified School District
Purchasing Services Contracts Office
3051 Redding Avenue
Sacramento CA 95820

BID FROM:

_____	_____
Name of firm submitting Bid	Telephone and Fax Numbers
_____	_____
Address	e-mail address, if available
_____	_____
City, State, Zip Code	License No. and Classification

DATE BID SUBMITTED: _____

1. COMPLETED BID FORMS & ATTACHMENTS

All portions of this bid form must be completed before the bid is submitted. Failure to submit all required and completed documents may result in the bid being rejected as nonresponsive. Attached to and submitted with this bid form, the Bidder must provide, and sign where required, the Acknowledgment of General Conditions, a completed Noncollusion Declaration, Statement of Compliance, Designation of Subcontractors, Workers' Compensation Certificate, Drug-Free Workplace Certification, Declaration Regarding Employee Fingerprinting and Criminal Background Check, an appropriate bid security, and the Determination of Bidder Responsibility Questionnaire. One original bid form, or photocopy, shall be filled in and submitted with all required documents as the bid.

2. ACKNOWLEDGEMENT OF GENERAL CONDITIONS

The General Conditions (dated March 9, 2007) and definitions therein are accessible on the SCUSD website at <http://www.scusd.edu/ContractsOffice>, at www.scusd.edu/contracts/GenCondConst.htm, 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: _____

3. CONTRACT PERFORMANCE PERIOD

If awarded the Contract, the bidder agrees to complete the work within **25** work days after the date of the commencement specified in the Notice to Proceed.

4. BIDDER TO PERFORM WORK

Bidder represents, warrants and agrees that if awarded the contract, bidder shall perform a minimum of **100%** of the total of all work with its own forces.

5. ADDENDA ACKNOWLEDGEMENTS

The bidder acknowledges receipt of the following Addenda:

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6. BID PRICE

The Bidder, having the appropriate active license required by the State of California; having carefully read and examined the plans, specifications, and all related bidding documents; having carefully and fully examined the site of the proposed work and all information available to the Bidder, hereby offers to furnish all labor, materials, tools, transportation, services, and equipment, free of all liens and claims, necessary to complete the work of the project described herein, and to conform with all requirements of the Contract Documents, for the lump sum of:

_____ Dollars _____)
 (In words-printed or typed) (In figures)

Special Note:

An allowance SHALL BE INCLUDED in bidder’s base bid. This allowance totals Fifteen Thousand Dollars (\$15,000).

7. BID GUARANTEES & BOND/INSURANCE SUBMITTALS

The bidder agrees that it will not withdraw its bid within sixty (60) days after the bid opening. The award, if made, will be made by the District within sixty (60) days of the bid opening. If the bidder is selected as the apparent lowest responsible bidder, the bidder agrees, within ten (10) days after receipt of notice of selection, to sign and deliver the Contract, and to furnish the Performance Bond, the Payment Bond, Certificates of Insurance, Additional Insured Endorsements and Declarations Page, and other required items.

8. BID BOND

There is herewith enclosed cash, a bid bond for the benefit of, or a certified check or cashier's check made payable to, Sacramento City Unified School District in the amount of:

_____ Dollars (\$) _____)
 (In words-printed or typed) (In figures)

The bidder agrees that if the bidder is selected as the apparent lowest responsible bidder, and the bidder fails to sign the Contract and furnish the Performance Bond, the Payment Bond, Certificates of Insurance, Additional Insured Endorsements and Declarations Page, and other required items within the time limit specified in the Contract Documents, the Sacramento City Unified School District may award the work to another bidder or call for new bids. In such event, the bidder shall be liable to the District as set forth in the bid bond.

9. BID SECURITY FORFEITURE

It is understood and agreed that should the Bidder fail or refuse to return executed copies of the Contract, worker's compensation certificate, insurance certificates, Additional Insured Endorsements and Declarations Page, and required bonds to the District in the time specified, the bid security shall be forfeited to the District and the District may otherwise proceed as allowed by law and the Contract Documents.

10. LICENSE DECLARATION

The undersigned hereby warrants that Bidder has an appropriate license, and such license entitles the Bidder to provide the work described herein. The Bidder's license shall be in full force and effect throughout the duration of performance under this contract, and any and all subcontractors to be retained by the undersigned will have the appropriate licenses.

11. COMMUNICATIONS

Communications conveying an acceptance of the bid, requests for additional information or other correspondence should be addressed to the Bidder at the address set forth on the first page of the Bid Form.

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA)

The bidder hereby certifies that it is, and at all times during performance of work shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 in the hiring of its employees. Furthermore, the Bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply with the IRCA.

A bidder shall not submit a bid unless the bidder's contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information, or a bid containing information which is subsequently proven false, may be considered nonresponsive and may be rejected.

NOTE: Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished upon request.

NONCOLLUSION DECLARATION TO BE SIGNED BY BIDDER AND SUBMITTED WITH BID

Pursuant to Section 7106 of the Public Contract Code, _____
(Name)
hereby declares that he or she is _____ of _____
(Title) (DBA)

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, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall 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, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive sham bid.

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

Signature Place of Execution

STATEMENT OF COMPLIANCE TO BE SIGNED BY BIDDER AND SUBMITTED WITH BID

_____, (hereinafter referred to as "prospective Contractor") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code, Title II, Division 4, Chapter 5, in matters relating to the development, implementation, and maintenance of a nondiscrimination program. Prospective Contractor agrees not to unlawfully discriminate against any employee or applicants for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, physical and mental disabilities, or age (over forty).

I, _____
(Name of Official)

hereby swear that I am duly authorized to legally bind the prospective Contractor to the above-described certification. I am fully aware that this certification, signed on _____,
in the County of _____, (date)
(County)

is made under the penalty of perjury under the laws of the State of California.

Signature Print or Type Title

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the bidder (*all references to "bidder" hereinafter shall refer to the prime contractor bidding on the project*) in or about the construction of the work or improvement to be performed under this contract or to a subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the bidder's total bid and (b) the portion of the work which will be done by each subcontractor. The bidder shall list only one subcontractor for each such portion as is defined by the bidder in this bid.

If a bidder fails to specify a subcontractor or specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the bidder's total bid, bidder shall be deemed to have agreed that bidder is fully qualified to perform that portion, and that bidder alone shall perform that portion.

No bidder whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the work to be performed by any one other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the bidder's total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the bidder's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, only after a finding reduced to writing as a public record of the District awarding this contract setting forth the facts constituting the emergency or necessity.

Note: If alternate bids are called for and bidder intends to use a different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate. Identify additional list of subcontractors by Alternate Bid No. (form enclosed)

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"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 in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees,

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

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the District with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the District will receive thirty (30) days' notice of cancellation.

Name of Contractor

Signature

Print Name

Date

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services 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 awarded by a State agency may be subject to suspension of payments or termination of the contract, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency 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 be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, 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 use 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 suspension of payments, termination, 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 Section 9350 et seq,

Name of Contractor

Signature

Print Name

DECLARATION FORM TO BE SUBMITTED WITH BID

**DECLARATION REGARDING EMPLOYEE FINGERPRINTING AND
CRIMINAL BACKGROUND CHECK**

I, _____, declare as follows:

Where the employees will have contact with pupils, the safety of the pupils will be ensured by one or more of the following:

1. The installation of a physical barrier, at the expense of the Contractor, at the work site to limit contact with pupils.
2. Continual supervision and monitoring of all employees of Contractor and Subcontractor by an employee of Contractor whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I am a duly authorized representative of _____ for the purpose of providing this certification and declare under penalty of perjury and the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 200____, in _____, California.

Signature

Printed Name and Title

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we _____,
as Principal, and _____, Surety, are held and firmly
bound unto the Sacramento City Unified School District, hereinafter called the DISTRICT, in
the sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal
submitted to the said DISTRICT for the work described below for the payment of which sum
in lawful money of the United States, well and truly to be made, we jointly and severally bind
ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted the
accompanying bid dated _____, 200____, for the following project:

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified
therein after the opening of the same, or, if no period be specified, within sixty (60) days
after said opening; and if the Principal is awarded the contract, and shall within the period
specified therefore, or, if no period be specified, within five (5) working days after the award
of the contract, enter into a written contract with the DISTRICT, in accordance with the bid
as accepted and give bonds with good and sufficient surety or sureties, as may be required
for the faithful performance and proper fulfillment of such contract and for the payment for
labor and materials used for the performance of the contract, then the above obligation shall
be void and of no effect, otherwise to remain in full force and effect. It is expressly
understood and agreed that the liability of the Surety for any and all default of the principal
hereunder shall be the amount of this obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time,
alterations 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 said contract or the call for bids, or to the work,
or to the specifications.

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals this _____ day of _____, 200__, the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned authorized representative.

(Corporate Seal of Principal, if Corporation)

Principal (Proper Name of Bidder)

By: _____
Signature

Printed Name & Title

(Corporate Seal of Surety)

Surety

By: _____
Print Name & Title

Address

Telephone No.

NOTE: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.

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 since **January 1, 20069** to be considered for award on this project. If you completed this questionnaire since that date, 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 prior to January 1, 20062010 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)

CONTRACT

THIS CONTRACT, made and entered into this *** INSERT DATA HERE*** day of *** INSERT DATA HERE***, 201008, between Sacramento City Unified School District, a political subdivision of the State of California, hereinafter referred to as District, and *** INSERT DATA HERE***, hereinafter referred to as Contractor;

WITNESSETH:

WHEREAS, the Governing Board of said District heretofore caused specifications and plans for the work hereinafter mentioned to be prepared, and thereafter did approve and adopt said specifications and plans; and,

WHEREAS, the Governing Board of said District did cause to be noticed for the time and in the manner required by law a Notice inviting sealed bids for the performance of said work; and,

WHEREAS, Contractor, in response to such Notice, submitted to the Governing Board of said District within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid and proposal, and the other bids and proposals submitted in response to said Notice, the Governing Board of District publicly opened and canvassed in the manner provided by law; and,

WHEREAS, Contractor was the lowest responsible bidder for the performance of said work, and said Governing Board of District, as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for the work and award to him a contract therefor.

NOW, THEREFORE, in consideration of the above, it is mutually agreed between the parties hereto as follows, to wit:

1. SCOPE OF WORK

Contractor will furnish: Construction of Bid No. PC09-13, Storm Pump Station Backup Generator at America's Choice High School*** Insert Data Here***. The Contractor shall include in his bid and provide, labor, tools, equipment, excavation sheeting, bracing and supports, plant labor and services, and materials, except as may otherwise be provided in the Contract Documents, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, for a complete and working project in conformance with the intent shown on the drawings and specified herein and as provided for and set forth in said plans, specifications, and any addendum that may be issued prior to the date of bid, or in either of them, which said plans and specifications are hereby referred to by such reference, incorporated herein, and made a part of this Contract.

2. TERMS AND CONDITIONS

The complete contract includes all Contract Documents, including the Notice To Contractors, Instructions to Bidders, Bid Form, Designation of Subcontractor(s), Worker's Compensation Certificate, Faithful Performance Bond, Payment Bond, Change Orders, Shop Drawings Transmittals, all qualification forms submitted, if any, Non-Collusion Declaration, Insurance Certificates, Declarations Pages and Additional Insured Endorsements, Guaranties, Contractor's Certificate Regarding Non-Asbestos Containing Materials, if any, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Plans, Drawings and Specifications

prepared by HMR Architects* * * Insert Data Here* * * , this Contract, and all Modifications, Addenda and Amendments thereto, by this reference incorporated. The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

All of said work done under this contract shall be performed to the full satisfaction of the Board of Education of District or its representatives, who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not strictly comply with said plans and specifications. The District shall further have the right to require Contractor to replace any and all work furnished by Contractor which shall not either in workmanship or material be in strict accordance with said plans and specifications. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation.

Additionally, the Contractor shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Project Manager(s), County of Sacramento^[BF1], or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the Contract documents. If so alleged, the Contractor must protest at the time of such alleged prevention that the act or omission is preventing Contractor from fully complying with the Contract Documents. Such protests shall not be effective unless reduced to writing and filed with the District within three (3) working days from the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

Attention is directed to the provisions of Sections 1776, 1777.5 and 1777.6 of the Labor Code concerning employment of apprentices by the contractor or a subcontractor. Contractor shall comply with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California.

The General Conditions (dated March 9, 2007) and definitions therein may be accessed at the District's website at <http://www.scusd.edu/ContractsOfficeat> www.scusd.edu/contracts/GenCondConst.htm. These General Conditions and the definitions are an integral part of the Contract Documents. In addition to signing the Contract, Contractor shall initial this paragraph immediately below acknowledging that the General Conditions, and Supplemental Conditions, if any, and the definitions have been read, understood and accepted by Contractor. 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. **If the Contractor fails to initial below, the District shall have the right to declare the Contract unexecuted and to terminate the Contract in accordance with California Public Contract Code Section 5106.**

CONTRACTOR'S INITIALS: _____

Upon condition the Contractor faithfully performs its obligations herein, District agrees to authorize and request payment to Contractor (subject to the terms and conditions of the Contract Documents) the sum of * * * INSERT DATA HERE* * * (\$* * * INSERT DATA HERE* * *).

3. CLASSIFICATION OF CONTRACTOR'S LICENSE

Contractor shall hold a valid General Contractor A Contractor's License issued by the Contractor's State License Board.

4. DATE FOR COMPLETION OF CONSTRUCTION

Contractor shall commence work on the Project on the date specified as the Project start date in the Notice to Proceed and complete the Project within 25 work days, including schedule limitations as noted in project specifications. Any variation, extension, or conflict regarding these timelines shall be requested in writing to the District through the Architect or Construction Manager, if there is a construction manager, in advance of the requested schedule variance.

5. LIQUIDATED DAMAGES.

Time is of the essence. If the work is not completed in accordance with Article 4 above, it is understood that District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code section 53069.85, it is agreed that Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the sum of \$500.00 for each calendar day of delay until work is completed and accepted. This amount shall be deducted from any payments due or to become due to Contractor. Contractor and Contractor Surety shall be liable for the amount thereof. Time extension may be granted by the District as provided in the General Conditions. If the District accepts any work or makes any payment under this Contract after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Contract provisions regarding time of completion and liquidated damages.

6. OTHER PROVISIONS OF LAW

Each and every provision of law and clause required by law to be inserted shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

7. INDEMNIFICATION AND INSURANCE. The Contractor will defend, indemnify and hold harmless the District, its governing board, officers, agents, trustees, and employees against and from any and all liability for damages on account of injury to or death of persons or damage to property or delay or damage to another contractor resulting from or arising out of or in any way connected with the performance by the Contractor of this Contract and reimburse the District for all costs, attorney's fees, expenses and loss incurred by it in consequence of any claims, demands, and causes of action which may be brought against it arising out of the performance by the Contractor of this Contract. This indemnification shall be in addition to the other indemnification provisions contained in the Contract Documents.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$1,000,000.00 per accident for bodily injury and property damage combined single limit.

8. ENTIRE AGREEMENT. The Contract Documents constitute the entire agreement between the parties, and supersedes any prior or contemporaneous agreement between the

parties, oral or written, including the District’s award of the Project to Contractor, unless such agreement is expressly incorporated herein. The District makes no representations or warranties, express or implied, not specified in the Contract Documents. The Contract Documents are intended as the complete and exclusive statement of the parties’ agreement pursuant to Code of Civil Procedure section 1856.

9. EXECUTION IN COUNTERPARTS. This Contract may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Contract.

10. BINDING EFFECT. Contractor, by execution of this Contract, acknowledges that Contractor has read this Contract and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract Documents shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.

11. SEVERABILITY. If any provision of the Contract Documents shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract Documents shall be governed by the laws of the State of California and venue shall be in the appropriate Superior Court in Sacramento County, California.

12. AMENDMENTS/CHANGE ORDERS. The terms of the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, signed by the parties and approved or ratified by the Governing Board.

13. ASSIGNMENT OF CONTRACT DOCUMENTS. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the District.

14. WRITTEN NOTICE (LEGAL). Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered, certified, or overnight mail to the last business address known to the person who gives the notice.

District/Owner	Contractor
Sacramento City Unified School District Matt Kelly, Project Manager Planning and Construction 425 First Avenue Sacramento CA 95818	***INSERT DATA HERE***

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor’s usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial

officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished upon request.

IN WITNESS WHEREOF, District and Contractor have caused this Contract to be signed as of the day and year first above written.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Administrative Services, Contracts Office
5735 47th Avenue
Sacramento Ca 95824

By: _____ Date: _____
Patricia A. Hagemeyer
Chief Business Officer

Next page for Contractor signature.

Contractor is a: (circle one): Corporation Partnership Individual Joint Venture

Other _____

NAMES AND TITLES OF KEY MEMBERS OF FIRM: (Name of person signing on behalf of the Contractor and all general partners, if a partnership, must be included.)

NAME OF PRESIDENT IF A CORPORATION: _____

NAME OF SECRETARY IF A CORPORATION: _____

(For Joint Ventures, list Joint Venture's license or licenses for all Joint Venture partners.)

Corporation is organized under the laws of the State of _____.

Corporate Seal:

Name of Contractor's firm: _____

Address: _____

By: _____
(Signature) (Signature)

(Print or Type Name & Title) (Print or Type Name & Title)

(If signature is by other than the sole proprietor, general partner, or corporate officers, attach an original Power of Attorney.)

Bond Number:
Premium:

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, the Governing Board of the Sacramento City Unified School District, State of California, hereinafter designated as the "Obligee," has on _____, 200__, awarded to _____ hereinafter designated as "Principal," a contract for the construction of

located at (address) _____
(Contract No.) _____, and said contract and all the Contract Documents are hereby referred to and made a part hereof;

WHEREAS, said Principal is required to furnish a bond in connection and with said contract, providing that if said Principal, or any of his or its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, We, the Principal, and _____ as Surety, are held and firmly bound unto all laborers, material men, and other persons referred to in Civil Code Section 3248, subdivision (b) and the Obligee 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, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, or any of his or its subcontractors, shall fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or any of the amounts due as specified in Civil Code Section 3248, subdivision (b), to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for, or about the performance of the work contracted to be done, that said Surety will pay the same in an amount not exceeding the amount, hereinabove set forth, and also will pay, in case suit is brought upon this bond, reasonable attorneys' fees to such claimant and to the Obligee as shall be fixed by the Court.

This bond is issued pursuant to Civil Code Sections 3247 through 3252, inclusive, of the State of California, and shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said 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 obligations 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. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above-bounden parties have signed this instrument under their seals this _____ day of _____, 200__, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

(SEAL)

Principal: _____
(Name of Firm)

By: _____
(Signature)

(Printed Name)

(Title)

(SEAL)

Surety: _____
(Name of Firm)

Address for Notices:

By: _____
(Signature)

(Printed Name)

(Title)

(This bond must be submitted in sets of two, each bearing original signatures. The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public. These bonds must be accompanied by a current Power of Attorney appointing such Attorney-In-Fact.)

Bond Number:
Premium:

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, the Governing Board of the Sacramento City Unified School District, State of California, hereinafter designated as the "Obligee," has on _____, 200__, awarded to _____ hereinafter designated as "Principal," a contract for the construction of _____ located at (address) _____ (Contract No.) _____, and said contract and all the Contract Documents are hereby referred to and made a part hereof;

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

NOW, THEREFORE, We, the Principal, and _____ as Surety, are held and firmly bound unto the Obligee 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, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS 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 faithfully perform the covenants, conditions, and agreement in the said Contract, and any alterations made as therein provided, including but not limited to, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its 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.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation in said amount shall hold good during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty or warranty required under the Contract, during which time if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the said Obligee from loss or damage made evident during said period, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

The said 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 obligations 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. Said Surety hereby waives the provisions of Section 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have signed this instrument under their seals this _____ day of _____, 200__, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

Principal: _____
(Name of Firm)

By: _____
(Signature)

(Printed Name)

(Title)

(SEAL)

Surety: _____
(Name of Firm)

Address for Notices:

By: _____
(Signature)

(Printed Name)

(Title)

(The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public, and this bond must be accompanied by a current Power of Attorney appointing such Attorney-In-Fact. This bond must be submitted in sets of two, each bearing original signatures.)