#### DOCUMENT 00 01 15

# LIST OF DRAWINGS AND TABLES

# DRAWINGS

<u>Sheet number</u>	<u>Description</u>
A0.0	Cover / Project Information
A0.1	Overall Site Plan & Fire Access
C0.1	Topographic Survey
C1.1	Demolition Plan
C2.1	Grading Plan
C3.1	Paving Plan
L1.1	Landscape Renovation Plan

# DOCUMENT 00 11 16

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.

- 10. A mandatory pre-bid conference and site visit will be held on April 18, 2016, at 10:00 a.m. at 5717 Laurine Way, 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.
- 11. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the contract for the Work.
- 12. 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.
- 13. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <a href="http://www.dir.ca.gov">http://www.dir.ca.gov</a>.
- 14. 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.
- 15. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the base bid amount only.
- 16. The Board 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.

# 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.

Sacramento

the sole discretion of District.

17. Bids are requested for a general construction contract, or work described in general, for the

AC PAVING REPLACEMENT AT ETHEL I. BAKER ELEMENTARY SCHOOL

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 equired bid security shall be the agreed and

conclusively presumed amount of damages.

24. 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 specially 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

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.

- 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 nonre 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.

# 25. If a mandatory pre-

ested as referenced in

the Notice to Bidders, then Bidders must submit the Site-Visit Certification with their Bid. District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.

26. Bidders shall submit the Non-

District, pursuant to sections 1770 et seq. 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 Director of the State of California Department of

wage rates are also available on the internet at http://www.dir.ca.gov.

- 30. 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, asbuilt 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

the Work.

g. 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.

- (1) 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 Districtsupplied information regarding above-ground conditions or as-built conditions.
- (2) As to any subsurface condition shown or indicated in the Contract Documents,

- 33. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
- 34. 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.
- 35. 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,

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

approved. Contractors and materials supplie

- k. Lead-Based Paint Certification.
- I. Imported Materials Certification.
- m. Criminal Background Investigation/Fingerprinting Certification.
- 42. 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

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

enhanced prices for other work items.

- 44. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of numerals or figures.
- 45. 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.

### 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 <u>responsive</u> and <u>responsible</u> bidder. California law establishes a very

B. Project Name:				
Location:		Date completed:		
Project Description (Scope of work, sin				
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: \$				
Explain difference from Base Contract	amount, i	if any		
Initial contract time:	days	Time extensions:	days	
Days past contract completion date (e			uays	
C. Project Name:				
Location:				
Project Description (Scope of work, sin	milarities t	to current advertised project):		
		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, i	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	Current Assets	а		e	
Ratio	Current Liabilities	b	a / b	f	e / f

Debt	Total Debt	с		g	
Ratio	Total Net Worth	d	c / d	h	g / h

3. Licensing: Your License Number: \_\_\_\_\_ (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 susp	ension)							

\_\_\_\_\_

b. Has a complaint	
company that required a formal hearing or inquiry?	

YES	NO	If yes, provide explanation		
c. Have	e you ever been	licensed in California under a different name or license number? If yes, provide name and/or license number.		
Was that license ever revoked or suspended?				

Was that license ever revoked or suspended?

YES	NO	If yes, provide explanation
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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

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

a.

Sacramento City Unified School District

performance of its own independent investigation that Contractor must perform as a condition to bidding and Contractor should not and shall not rely on this information or any other information supplied by District regarding existing conditions.

other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.

- (2)
- facilities.
- (3) Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder may rely upon the general

Sacramento City Unified School District

proposed a price for that work, the District has accounted 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.

555. 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 eachs deect oal, und

65. 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

President:	
Secretary:	
Treasurer:	
Manager: _	

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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:

#### DOCUMENT 00 45 01

#### SITE VISIT CERTIFICATION

#### TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID IF SITE VISIT WAS MANDATORY

PROJECT: AC PAVING REPLACEMENT AT ETHEL I. BAKER ELEMENTARY SCHOOL

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 <u>Sacramento City Unified School District</u>, 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

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:	

#### DOCUMENT 00 45 19

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

The undersigned declares:

I am the\_\_\_\_\_ of \_\_\_\_\_ 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. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_, at \_\_\_\_\_,

Proper Name of Bidder:	
Signature:	
Print Name:	
Title:	