

5735 47th Avenue Sacramento, CA 95824 (916) 643-2464 Gerardo Castillo, Chief Business Officer

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DOCUMENT 00 01 15

DRAWINGS

Sheet number Description

G0.00

DOCUMENT 00 11 16

1.

0525-409,

John F. Kennedy Gym Floor & Bleachers

- 2. The Project consists of installing new wood floor, new bleachers, adjusting height of the existing basketball backstops, doors and hardware, exterior paving and site work, plumbing and electrical per plans and specifications prepared by HMC Architects.
- 3. The estimate for this project is \$850,000

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DOCUMENT 00 21 13¶

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

- 30. Bids shall be clearly written without erasure or deletions. District reserves the right to reject any Bid containing erasures or deletions.
- 31. Bidders shall not modify the Bid Form and Proposal or qualify their Bids. Bidders shall not submit to the District a scanned, re-typed, word-processed, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.
- 32. The Bidder and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the 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. 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 e. Prevailing

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

- 33. 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 analysis. Bid prices must include entire cost

investigation of all conditions affecting the Work and must not rely on information provided by District.

- 34. reasonable advance notice. District will not be responsible
- 35. All questions about the meaning or intent of the Contract Documents are to be directed in writing to the District. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda emailed, faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents. Questions received less than ______ calendar days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 36. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
- 37. 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.
- 38. 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,

otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or

quested substitution that the District has not approved. Contractors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:

- a. District must receive any request for substitution a minimum of _____ calendar days prior to bid opening.
- Within 35 days after the date of the Notice of Award, the Successful Bidder shall submit data substantiating a request for substitution containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.
- c. Approved substitutions, if any, shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.
- d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.
- 39. All Bids must be sealed, and marked with name and address of the Bidder, Project Name, date and time of bid opening. Bids will be received as indicated in the Notice to Bidders.
 - a. Mark envelopes with the name of the Project.

- b. Bids must be submitted to the Contracts Office by date and time shown in the Notice to Bidders.
- c. Bids must contain all documents as required herein.
- 40. Bids will be opened at or after the time indicated for receipt of bids.
- 41. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.
- 42. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more respo792 reW*n12 792 r2Contract may include althwadds must be su011wo612 792 rve

- c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- d. Payment Bond (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.
- e. Insurance Certificates and Endorsements as required.

f.

DOCUMENT 00 21 13.1

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)

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

(Date)

(Name and Title) printed or typed

(Signature)

(Firm Name)

END OF DOCUMENT

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DOCUMENT 00 41 13

Sacrame

From:

Β.

(Proper Name of Bidder)

The General Conditions and definitions therein are accessible on the SCUSD website at <u>www.scusd.edu/construction-projects</u> 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.

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, tools, transportation, services and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 0525-409

\$_____

and will accept in full payment for that Work the following total lump sum amount, all taxes included:

Α.	Dollars

Sacramento City Unified School District

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

- 66. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations and with all requirements of the Project Labor Agreement.
- 67. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
- 68. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
- 69. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as

Public Works Contractor Registration No.:				
If Bidder is a corporation, affix corporate seal.				
Name of Corporation:				
President:				
Secretary:				
Treasurer:				
Manager:				

END OF DOCUMENT

DOCUMENT 00 43 13

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KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, as _____

and

(Affix Corporate Seal)

Principal

By

(Affix Corporate Seal)

Surety

Bу

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

DOCUMENT 00 45 01

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

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

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

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

END OF DOCUMENT