

# Business Services Contracts Office 5735 47th Avenue Sacramento, CA 95824 (916) 643-2464 John Quinto

Bid No. 0557-429 Bids Due: October 25, 2018

## DOCUMENT 00 01 15

# LIST OF DRAWINGS

## DRAWINGS

<u>Sheet number</u>	<u>Description</u>
	General Info
A0.1	General Notes, Drawing Index And Vicinity Map
A0.2	Governing Codes, Agencies And Project Symbols
A0.3	Overall Site Plan / Site Code Analysis
A0.4	Building Code Analysis
	Civil Drawings
C1.1	Site Demolition And Grading Plan
C1.2	Site Civil Utility And Erosion Control Plan
C2.1	Civil Details
	Landscape Drawings
L1.0	Demolition Plan
L1.1	Irrigation Plan 8, Legends
L1.2	Irrigation Notes & Details
L1.3	Irrigation Notes & Details
L2.0	Planting Plan & Legends, Notes & Details
	Architectural Drawings
A1.1	Demolition Plan / Enlarged Site Plan / Details
A2.1	Classroom Bldg. Floor & Equipment Plans
A3.1	Classroom Bldg. Reflected Ceiling & Roof Plans

## DOCUMENT 00 11 16

# NOTICE TO BIDDERS

1. NOTICE

E. It is the responsibility of the Contractor submitting the bid to ensure all subcontractors are prequalified prior to the bid opening. If a Contractor has listed a Subcontractor in their bid that utilizes any of the licenses required to be prequalified, and is not prequalified through

Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. All of the listed subcontractors are required to be registered as a public works contractor with the Department of

Contract. Failure to submit this list when required by law shall result in Bid being deemed non-responsive and the Bid will not be considered.

a. An inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the

24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.

- b. An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
  - (1) The subcontractor is registered prior to the bid opening.
  - (2) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
  - (3) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

#### 5. MODIFICATIONS TO FORMS

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

#### 6. BID CONDITIONS

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

- a. Bidder has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
- b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;

c. These reports and drawings are not

regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Contractor may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Contractor must make its own independent investigation of all conditions affecting the Work and must not rely JENe (2) See sections 00 41 14 Substitution Requ6.004(00 0 612 79/an(sti2.99d6.004 01 25( 41 1

# Sacramento City Unified School District

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## 22. TITLES

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

END OF DOCUMENT

condition to bidding and Contractor should not and shall not rely on this information or any other information supplied by District regarding existing conditions.

d. Any information shown or indicated in the reports and other data supplied herein with respect to existing underground facilities at or contiguous to the Project may be based upon information and data fur

## 5. Alternate #1

\_\_\_\_\_Dollars \$\_\_\_\_\_

## Deductive

Revised scope of work for concrete paving, subgrade preparation, fencing and vegetative swale on the east side of the new classroom building as shown on the Architectural & Civil Drawings. Delete from the scope of work the relocation of the (2) storage containers and (1) storage shed.

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

### 6. BID SUBMISSION

Bids may be submitted electronically on E-Builder<sup>tm</sup> or delivered to the District.

## 7. ALLOWANCE

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

## 8. REVIEW OF WORK IN CONTRACT DOCUMENTS

The undersigned has reviewed the Work outlined in the Contract Documents and fully u

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

13. DOCUMENTS TO BE ATTACHED

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

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

### 14. ACCEPTANCE OF ADDENDA

Acceptance of the following addenda is hereby acknowledged:

No, Dated	No, Dated
No, Dated	No, Dated

## **15.** REQUIRED LICENSE

Bidder acknowledges that the license required for performance of the Work is a  $\underline{B}$  -  $\underline{General}$  Building license.

### 16. LABOR HARMONY

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

#### **17.** BIDDER COMPETENTCY

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.

#### **18.** BIDDER RISKS

Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to ao000091y to forespresrBT912 0 612 792 ()-8(fo)-4

## DOCUMENT 00 43 13

## BID BOND (TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

Project: SCHOOL OF ENGINEERING & SCIENCE CTEIG NEW BUILDING

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

#### KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, \_\_\_\_\_

and

organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the Sacramento City Unified Sacramento County, State of California as Obligee, in the sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

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

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

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two (2) bonds, one (1) guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within ten (10) days of the date of the District's Notice of Award to Principal.

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

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

### DOCUMENT 00 43 36

#### DESIGNATED SUBCONTRACTORS LIST (TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

#### PROJECT: SCHOOL OF ENGINEERING & SCIENCE CTEIG NEW BUILDING

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%)

suppliers of materials only do not need to be listed.

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

If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base Bid, Bidder must list subcontractors that will

including alternates.

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

Subcontractor Name:	
CA Cont. Lic. #:	Location:
Portion of Work:	
Subcontractor Name:	
CA Cont. Lic. #:	Location:
Portion of Work:	
Subcontractor Name:	
CA Cont. Lic. #:	Location:
Portion of Work:	

Subcontractor Name:	
	Location:
Portion of Work:	
Subcontractor Name:	
CA Cont. Lic. #:	Location:
Portion of Work:	
Subcontractor Name:	
CA Cont. Lic. #:	Location:
Portion of Work:	
Subcontractor Name:	
CA Cont. Lic. #:	Location:
Portion of Work:	
Subcontractor Name:	
CA Cont. Lic. #:	Location:
Portion of Work:	
Date:	

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

6. Liquidated Damages: Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of <u>Two Thousand</u> dollars (\$2,000) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

It is hereby understood and agreed that this amount is not a penalty.

Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

- 13. Registration as Public Works Contractor: The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.
- 14. Payment of Prevailing Wages: The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. [If Project is funded in whole or in part with federal funds, the Contractor and all Subcontractors shall comply with the Davis Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists, the more stringent provision shall control over this Agreement.]
- 15. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2,

# DOCUMENT 00 61 13.13

PERFORMANCE BOND

### DOCUMENT 00 61 13.16

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

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

### KNOW ALL PERSONS BY THESE PRESENTS:

entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

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

NOW, THEREFORE, the Principal and \_\_\_\_\_\_

in said statutes in the sum of \_\_\_\_\_

Dollars (\$\_\_\_\_\_), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is broug

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

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

(Affix Corporate Seal)

Principal

By

Surety

Bу

#### DOCUMENT 00 45 26

#### WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: 0557-429, School of Engineering & Science CTEIG New Building between Sacrament

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

#### http://www.dir.ca.gov.

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

- a. By being insured against liability to pay compensation by one (1) or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Department of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Department of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date:

Proper Name of Contractor: \_\_\_\_\_

Signature:

### DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: 0557-429, School of Engineering & Science CTEIG New Building between

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-

understand that, should I violate the terms of the Drug-

## TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: 0557-429, School of Engineering & Science CTEIG New Building between

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

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

#### LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: 0557-429, School of Engineering & Science CTEIG New Building between Sacramento City Unified

This certification provides notice to the Contractor that:

- (1) Contractor's work may disturb lead-containing building materials.
- (2) Contractor shall notify the District if any work may result in the disturbance of leadcontaining building materials.
- (3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.
- 1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburses when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

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

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed;
- g. Maintenance operations associated with the construction activities described in the subsection.

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

# CRIMINAL BACKGROUND INVESTIGATION, FINGERPRINTING CERTIFICATION and DISTRICT IDENTIFICATION

PROJECT/CONTRACT NO.: 0557-429, School of Engineering & Science CTEIG New Building between

3. DIS

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

\_\_\_\_\_

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

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5. FINGERPRINTING PROCESS

a.

IRAN CONTRACTING ACT CERTIFICATION (Public contract code sections 2202-2208)

PROJECT/CONTRACT NO.: 0557-429, School of Engineering & Science CTEIG New Building between

Per Public contract code sections 2202-2208, prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000.00 or more to the District, the Bidder must either:

1. Certify it is NOT

If you have obtained an exemption from the certification requirement under the Iran Contracting

opportunity