## DOCUMENT 00 01 15

## LIST OF DRAWINGS

#### DRAWINGS

Sheet number	<u>Description</u>
G0.1	General Project Information
AD0.1	Existing Equipment Plan, Relocation Plan
A0.1	Floor Plan Bldg E Details
E2.1	Demolition Floor Plan
E3.1	Power Floor Plan, Symbols & Schedules

#### **DOCUMENT 00 11 16**

#### NOTICE TO BIDDERS

- 1. ealed bids for the following project, Bid No. 00525-429, John F. Kennedy CTEIG Renovation
- 2. The Project consists of relocating athletic equipment, removing a portion of wall between rooms and providing electrical per plans and specifications prepared by HMC Architects.
- 3. The estimate for this project is \$85,000. To bid on this Project, the Bidder is required to possess one or more of the following State of California Contractor Licenses: B General Building. The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.
- 4. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations. throughout the term of the Contract.
- 5. The District utilizes construction program management software, e-construction projects. To register with e-Builder and access bid packages, please go to <a href="https://bidders.e-builder.net/landing?bidpackageid=bb60d58c-df13-4863-969e-fc0b04981431">https://bidders.e-builder.net/landing?bidpackageid=bb60d58c-df13-4863-969e-fc0b04981431</a>. This link will provide registration instructions and allow you access to the bid documents, plans and specifications. All bid information, documents, etc. will be in e-Builder. If you need technical assistance, please contact technical support at e-Builder, (888) 288-5717, or email <a href="mailto:support@e-builder.net">support@e-builder.net</a>. You may also call the Contracts Office at (916) 643-2464, or email <a href="mailto:Jessica-sulli@scusd.edu">Jessica-sulli@scusd.edu</a> for assistance.
- 6. Sealed Bids will be received until 2:00 p.m., March 2, 2018, at the Serna Center, 5735 47<sup>th</sup> Avenue, Sacramento, 95824 at or after which time the bids will be opened and publicly read aloud. Bids may also be submitted electronically through e- . Any bid that is submitted after this time shall be non-responsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.
- 7. IMPORTANT NOTICE TO BIDDERS: Bidders mus
  - and to be responsive to the bid announcement. If a Bidder has completed the questionnaire in response to a District project since January 1, 2016, only the certification stating the previously submitted data is still true and accurate, is required.
- 8. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
- 9. A bid bond by an admitted surety insurer on the form provided by the District, cash, or a cashier's check or a certified check, drawn to the order of the Sacramento City Unified School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.

#### 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.

the sole discretion of District.

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

0525-429, JOHN F. KENNEDY CTEIG RENOVATION

- 18. District will receive sealed Bids from Bidders as stipulated in the Notice to Bidders.
- 19. Work under this contract shall be completed within nineteen (19) consecutive calendar days
- 20. 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 shall pay to the District the sum of Five Hundred Dollars (\$500) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.
- 21. IMPORTANT NOTICE TO BIDDERS:

Responsibility Ques

and to be responsive to the bid announcement. If a Bidder has completed the questionnaire in response to a District project since January 1, 2016, only the certification stating the previously submitted data is still true and accurate, is required.

- 22. Bidders must submit Bids on the Bid Form and Proposal and all other required District forms. Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
- 23. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
  - a. Bid Bond on the District's form or other security.
  - b. Designated Subcontractors List.
  - c. Site-Visit Certification, if a site visit was required.
  - d. Non-Collusion Declaration.
- 24. Bidders must submit with their Bids cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of base Bid, plus all additive alternates. If Bidder chooses to provide a Bid Bond as

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

33.

- 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.

- g. Prevailing Wage and Related Labor Requirements Certification.
- h. Drug-Free Workplace Certification.
- i. Tobacco-Free Environment Certification.
- j. Hazardous Materials Certification.
- k. Lead-Based Paint Certification.
- I. Imported Materials Certification.
- m. Criminal Background Investigation/Fingerprinting Certification.
- 44. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the THIRD (3rd) business day following bid opening.
  - a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests.

- (c) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
- d. The protest must include the name, address and telephone number of the person representing the protesting party.
- e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other

#### 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 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, 2016 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

Current b a / b Liabilities

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

independent investigation. These conditions are verifiable by Contractor by the 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.

- 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 furnished to District by the District's employees and/or consultants or builders of such underground facilities or others. District does not assume responsibility for the completeness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information.
- e. District shall be responsible only for the general accuracy of information regarding underground facilities, and only for those underground facilities that are owned by District, and only where Bidder has conducted the independent investigation required of it pursuant to the Instructions to Bidders, and discrepancies are not apparent.

#### 51. Investigations/Site Examinations

- a. Before submitting a Bid, each Bidder is responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that 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 or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.
- b. On request, District will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid. Bidders must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice to Bidders and only under the provisions of the Contract Documents, including, but not limited to, proof of insurance

approval.

## DOCUMENT 00 31 32

## GEOTECHNICAL DATA

## 52. Summary

This document describes geotechnical data at or near the Project that is in the District's

equipment or structures that were encountered during subsurface exploration.

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 accuracy
- (4) Bidder is solely responsible for any interpretation or conclusion drawn from any provided in the identified reports and drawings.

#### 55. Investigations/Site Examinations

- a. Before submitting a Bid, each Bidder is responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that 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 or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.
- b. On request, District will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid. Bidders must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tite to its form7(a)-13(y)-32(t)-67(o)-t-67(e)-18()-32(t)-67(o)-7()6(D)790 0 1318(43(g)8(a)-1300) 1318(43(g

## DOCUMENT 00 41 13

## BID FORM AND PROPOSAL

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 for all or any portion of the allowance not allocated.

- 57. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
- 58. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
- 59. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
- 60. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
- 61. 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.
- 62. The following documents are attached hereto:

Bid Bond on the District's form or other security Designated Subcontractors List Site-Visit Certification Non-Collusion Declaration

Receipt and acceptance of the following addenda is hereby acknowledged:

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

63. Bidder acknowledges that the license required for performance of the Work is a B General Building license.

64.

- 66. 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.
- 67. 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.
- 68. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as

Name of Corporation: _		
Secretary:		
Treasurer:		
Manager:		

#### **DOCUMENT 00 43 13**

## BID BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:				
That the undersigned, as				and
unto the Sacramento City Unified in the sum of:		County, State o	f California	as Obligee,
	Dollars (\$		)	
lawful money of the United States of America, f made, we, and each of us,	or the paymen	t of which sum w	ell and tru	ly to be

(Affix Corporate Seal)	Principal
	Ву
(Affix Corporate Seal)	Surety
	Ву
	Name of California Agent of Surety
	Address of California Agent of Surety
	Telephone Number of California Agent of Surety

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

Subcontractor Name:	
CA Cont. Lic. #:	Location:
Portion of Work:	
Subcontractor Name:	
CA Cont. Lic. #:	Location:
Portion of Work:	
Subcontractor Name:	
CA Cont. Lic. #:	Location:
Portion of Work:	
Subcontractor Name:	
CA Cont. Lic. #:	Location:
Portion of Work:	
Subcontractor Name:	
	Location:
Portion of Work:	
Date:	
Proper Name of Bidder:	
Signature:	
Print Name:	
Title:	

## DOCUMENT 00 45 01

## SITE VISIT CERTIFICATION

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

PROJECT: 0525-429, JOHN F. KENNEDY CTEIG RENOVATION

Check option that applies:	
•	e proposed Work and became fully acquainted with the or. I fully understand the facilities, difficulties, and Work under contract.
proposed Work and became fully acquainte	(Bidder's representative) visited the Site of the ed with the conditions relating to construction and labor. d the facilities, difficulties, and restrictions attending the
Construction Manager, and all of their resp	ity Unified School District, its Architect, its Engineer, its ective officers, agents, employees, and consultants from itions that could have been identified during my visit

#### **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	, the party making	the foregoing bid.
company, association, org. The bidder has not directly sham bid. The bidder has bidder or anyone else to p manner, directly or indirectix the bid price of the bidder the bid price, or of that of has not, directly or indirection contents thereof, or divulg company, association, org. a collusive or sham bid, and	anization, or corporation or indirectly induced not directly or indirectly out in a sham bid, or to stly, sought by agreemeder or any other bidder any other bidder. All stly, submitted his or held information or data anization, bid deposition of has not paid, and we	alf of, any undisclosed person, parton. The bid is genuine and not coll or solicited any other bidder to put y colluded, conspired, connived, or refrain from bidding. The bidder hent, communication, or conference, or to fix any overhead, profit, or statements contained in the bid are er bid price or any breakdown their a relative thereto, to any corporation, or to any member or agent the fill not pay, any person or entity for	lusive or sham.  It in a false or  It agreed with any  It as not in any  It with anyone to  It cost element of  It true. The bidder  It reof, or the  It on, partnership,  It is effectuate  It is a such purpose.
venture, limited liability co	ompany, limited liability	of a bidder that is a corporation, por partnership, or any other entity, es execute, this declaration on beh	hereby represents
		s of the State of California that the on, at	
Proper Name of Bidder:			_
Signature:			_
Print Name:			
Title:			_