

Business Services Contracts Office

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BID INSTRUCTIONS / BID FORMS for AC PAVING REPLACEMENT at CAPITOL COLLEGIATE ACADEMY

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DOCUMENT 00 01 15

LIST OF DRAWINGS AND TABLES

DRAWINGS

Sheet number	<u>Description</u>
G0.1	Title Sheet/General information
A-1.01	Overall Site Plan
C0.1	Topographic Survey
C1.1	

DOCUMENT 00 11 16

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.

apparent

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 Capitol Collegiate Academy

- 18. District will receive sealed Bids from Bidders as stipulated in the Notice to Bidders.
- 19. IMPORTANT NOTICE TO BIDDERS

Responsibility Questionnai

and to be responsive to the bid announcement. If a Bidder has completed the questionnaire in response to a District project since January 1, 2015, only the certification stating the previously submitted data is still true and accurate, is required.

- 20. 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.
- 21. Bidders must suppl.

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

conclusively presumed amount of damages.

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-

- 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

way, to that Contr

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 <u>TEN (10)</u> calendar

- k. Imported Materials Certification.
- I. 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 <u>THIRD (3rd)</u> 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. A Bidder may not rely on the bid protest submitted by another Bidder.
 - b. A bid protest must contain a complete statement of any and all bases for the protest

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 is one having nominal prices for some work items and/or 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.

END OF DOCUMENT

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:				
ocation: Date completed:				
Project Description (Scope of work, similarities	to current advertised project):			
 Name:	Ph number:			
Construction Manager Name:				
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		

Debt Total Debt c g

c / d

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 f m D 9>> BDC c 0 1 5Tcat

Questionnaire Certification

DOCUMENT 00 31 19

EXISTING CONDITIONS

46. Summary

This document describes existing conditions at or near the Project, and use of information available regarding existing conditions. This document is not

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.

49. 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.

END OF DOCUMENT

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
- (4) Bidder is solely responsible for any interpretation or conclusion drawn from any pretations, opinions, or information provided in the identified reports and drawings.
- 53. Investigations/Site Examinations

a.

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.

- 55. 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.
- 56. 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.
- 57. 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.
- 58. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
- 59. 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.
- 60. 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

61. Receipt and acceptance of the following addenda is hereby acknowledged:

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

- 62. Bidder acknowledges that the license required for performance of the Work is an A General Engineering license.
- 63. 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.
- 64. 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].

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.)

	Dollars (\$)
-	r and by virtue of the laws of the State of Californi State of California, are held and firmly bound unto County, State of California as Obligee, in	the Sacramento City
That the undersigned, as		
KNOW ALL PERSONS BY THE	SE PRESENTS:	

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 bonds, one 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, then this obligation shall be null and void; otherwise, 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 seven (7) 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.

If the District awards the bid, 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.

	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.

END OF DOCUMENT

DOCUMENT 00 43 36

$\frac{\text{DESIGNATED SUBCONTRACTORS LIST}}{\text{(TO BE EXECUTED BY BIDDER AND SUBMITTED}}$

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: