



Business Services

Contracts Office

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(916) 643 -2464

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Procurement and Contracting Requirements

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LIST OF DRAWINGS

GROUP A
(29 HYDRATION STATIONS, 2 CFCI)

GENERAL

GROUP B
(33 HYDRATION STATIONS, 3 CFCI)

4. OBTA

8.

15. SECURITIES

examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;

c.

b. Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.

c.

- d. Should the Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.

17. POST AWARD DOCUMENTS

The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the SEVENTH (7th) calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as non-responsive.

- a. Agreement : To be executed by successful Bidder.
- b. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- c. 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.
- d. Insurance Certificates and Endorsements as required.
- e.

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

Initial contract time: _____ days Time extensions: _____ days
Days past contract completion date (excl. authorized time extensions): _____ days

B. Project Name : _____

Location: _____ Date completed: _____

Project Description (Scope of work, similarities to current advertised project):

Owner's Representative 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: \$ _____ Final contract amount : \$ _____

Explain difference from Base Contract amount, if any. _____

Initial contract time: _____ days Time extensions: _____ days

Days past contract completion date (excl. authorized time extensions): _____ days

C. Project Name: _____

Location: _____ Date completed: _____

Project Description (Scope of work, similarities to current advertised project):

Owner's Representative 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: \$ _____ Final contract amount : \$ _____

Explain difference from Base Contract amount, 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 Ratio	Current Assets	a	a / b	e	e / f
	Current Liabilities	b		f	
Debt Ratio	Total Debt	c	c / d	g	g / h
	Total Net Worth	d		h	

3. Licensing: Your License Number: _____

BID FORM AND PROPOSAL

Sacramento City Unified School District ("District" or "Owner")

From: _____
(Proper Name of Bidder)

ACKNOWLEDGEMENT OF GENERAL CONDITIONS

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

CONTRACTOR'S INITIALS: _____

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. SCUSD-452

PROJECT: SCUSD - COVID DRINKING FOUNTAIN UPGRADES - BID PACKAGE 1

and will accept in full payment for that Work the following total lump sum amount, all taxes included. The basis of determining the lowest responsible, responsive bidder will be based upon the stated value of the TOTAL BID.

A.	_____ Dollars	\$ _____
	BASE BID	
B.	_____ Dollars	\$ _____
	10% Bid Bond	
C.	_____ Dollars	\$ _____
	TOTAL BID	

1. BID SUBMISSION

Bids must be submitted electronically in E-Builder.

2. 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.

3. REVIEW OF WORK IN CONTRACT DOCUMENTS

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

10. REQUIRED LICENSE

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

11. 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.

12. BIDDER COMPETENCY

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

Telephone Number _____

Fax Number _____

E-mail _____ Web page _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal (Affix Corporate Seal)

By

Surety (Affix Corporate Seal)

By

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

DESIGNATED SUBCONTRACTORS LIST
(TO BE EXECUTED BY B

SITE VISIT CERTIFICATION
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

PROJECT: SCUSD - COVID DRINKING FOUNTAIN UPGRADES - BID PACKAGE 1

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 Sacramento City Unified School District, 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 the Bidder's representative's visit to the Site.

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

NON - COLLUSION DECLARATION
Public Contract Code Section 7106

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

PROJECT: SCUSD - COVID DRINKING FOUNTAIN UPGRADES - BID PACKAGE 1

The undersigned declares:

I am the _____ 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, or to fix any overhead, profit, or cost element of the bid price, or of that of 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 _____ [date], at _____ [city], California.

FEDERAL DEBARMENT CERTIFICATION
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

PROJECT: SCUSD - COVID DRINKING FOUNTAIN UPGRADES - BID PACKAGE 1

1. Bidder certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or Board;

b. Have not within a three -year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three -year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where Bidder is unable to certify to any of the statements in this certification, Bidder shall attach an explanation to this certification.

3. Bidder agrees to include the following certification in all subcontracts , for all lower tiers:

Debarment and Suspension Certification ± By submission of its proposal, the contractor (or vendor, or consultant, depending on the transaction) certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with 2 CFR 200.213 and 2 CFR 180.

Date: _____

Proper Name of Contractor: _____

Signature : _____

Print Name: _____

Title: _____

END OF DOCUMENT

BYRD ANTI -LOBBYING CERTIFICATION

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts
Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails

Disclosure of Lobbying Activities

Approved by OMB
0348 -004

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See following page for public burden disclosure)

<p>1. Type of Federal Action:</p> <ul style="list-style-type: none"> • contract • grant • cooperative agreement loan • loan guarantee • loan insurance 	<p>2. Status of Federal Action:</p> <ul style="list-style-type: none"> • proposal/offer/application • initial award • post - award 	<p>3. Report Type:</p> <ul style="list-style-type: none"> • initial filing • material change <p>For material change only: Year _____quarter ____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: _____Prime _____Subawardee Tier _____, if Known:</p> <p>Congressional District _____, if known :</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District _____, if known:</p>	
<p>6. Federal Department/Agency: _____] TJ ET Q q G [()] TJ E</p>		

INSTRUCTIONS FOR COMPLETION OF SF - LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7.

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 20____,
by and between the Sacramento City Unified School District ("District") and _____
_____ ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1.

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

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. Loss Or Damage : The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. Insurance and Bonds : Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. Prosecution of Work : If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. Authority of Architect, Project Inspector, and DSA : Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. Assignment of Contract : Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

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, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
16. Contract Price : In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and consideration16.

Title: _____

Title: Chief Business Officer

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

DOCUMENT 00 61 13.13

PERFORMANCE BOND
(100% of Contract Price)

repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time,

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:

WHEREAS, the governing board ("Board") of the Sacramento City Unified School District, (or

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 _____

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: SCUSD-452 , SCUSD - COVID Drinking Fountain Upgrades - Bid Package 1
between Sacramento City Unified School District ("District") and _____
("Contractor" or "Bidder") ("Contract" or "Project").

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(n)-5(th)-6(e)66666666f Califoeeeli-3(r)8(at)-4(e)6(18-5(n)6(t)-3(ai)-18(n)-5(Up)-

2. THE DAVIS -BACON ACT

The Davis -Bacon Act and 29 CFR parts 1 through 7 shall apply if the Project is financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution.

- a. All laborers and mechanics employed or working upon the Site of _____ the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits, or cash equivalents thereof, due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

- b. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis -Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this section; also, regular contributions made or costs incurred for more than a weekly period, but not less often than quarterly, under plans, funds, or programs which cover the particular weekly period are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of Work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing Work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which Work is performed. The wage determination including any additional classification and wage rates conformed under this section and the Davis -Bacon poster (WH - 1321)

shall be posted at all times by the Contractor and its Subcontractors at the Site of _____ the Work in a prominent and accessible place where it can be easily seen by the workers.

- c. Any class of laborers or mechanics, including helpers, and which is to be employed under the Contract which is not listed in the wage determination shall be classified _____ in conformance with the wage determination. An additional classification and wage rate and fringe benefits will not be

submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. APPRENTICES AND TRAINEES

a. Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or

fide

which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the job Site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. Compliance with Copeland Act requirements. Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.
- e. Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the Contract clauses in 29 CFR 5.5.
- f. Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.
- g. Compliance with Davis - Bacon and Related Act requirements. All rulings and interpretations of the Davis - Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- h. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis - Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Date:

Print Name:

Title:

END OF DOCUMENT

understand that, should I violate the terms of the Drug -Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug -Free Workplace Act of 1990.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO -FREE ENVIRON MENT CERTIFICATION

PROJECT/CONTRACT NO.: SCUSD-452 , SCUSD - COVID Drinking Fountain Upgrades - Bid Package 1
between Sacramento City Unified School District ("District") and _____
("Contractor" or "Bidder") ("Contract" or "Project").

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. Any product containing tobacco or nicotine, including, but not limited to, cigarettes, cigars, miniature cigars, smokeless tobacco, snuff, chew, clove cigarettes, betel, electronic cigarettes, electronic hookahs, and other vapor -emitting devices, with or without nicotine content, that mimic the use of tobacco products are 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. o

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: SCUSD-452 , SCUSD - COVID Drinking Fountain Upgrades - Bid Package 1
between Sacramento City Unified School District ("District") and _____
_____ ("Contractor" or "Bidder") ("Contract" or "Project").

18. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safe orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

ty

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 por

26. Contract or's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a

IMPORTED MATERIALS CERTIFICATION

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between Sacramento City Unified School District ("District") and _____
("Contractor" or "Bidder") ("Contract" or "Project").

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any
soils, aggregate, or related materials ("Fill") to the Project Site. All Fill shall satisfy all requirements
of any environmental review of the Project performed pursuant to the statutes and guidelines of the
California Environmental Quality Act of 1965 (CEQA) and the California Code of Regulations, Title 41, Chapter 1, Article 10, Sections 101000 through 101020.

DOCUMENT 00 45 46.08

CRIMINAL BACKGROUND IN VESTIGATION, FINGERPRINTING CERTIFICATION and
DISTRICT IDENTIFICATION

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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.

5. FINGERPRINTING PROCESS

- a. CONTRACTOR - Please complete the Contractor Application form for all Project Managers, Superintendents, Foremen and Sub-Foremen, and forward to the District Project Manager in the Facilities Dept. by email, for Administrator signature.
- b. FACILITIES, MAINTENANCE AND OPERATIONS - Obtain Administrator signature and return the signed form to the Contractor by email.
- c. CONTRACTOR - Fingerprinting/live scans are completed daily on Monday to Friday, on a walk-in only basis at the District Office, 5735 47TH Avenue, Sacramento, CA 95824. The turnaround time for results cannot be determined or controlled by the District. It may vary from days to weeks. You will be notified when the District receives your clearance from HR. If you

DOCUMENT 00 45 46.09

BUY AMERICAN CERTIFICATION

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between Sacramento City Unified School District ("District") and _____

34.1.2 Withholding. District may, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same Contractor, or any other federally -assisted contract subject to Davis -Bacon prevailing wage requirements, which is held by the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of Contractor's or any Subcontractors' failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the Site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the District may, after written notice to the Contractor, sponsor, applicant, or owner, take such

to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job Site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job Site in excess of the ratio permitted under the

7. Federal Funds - Domestic preferences for procurements

Insert paragraph 7. 2 in the Terms and Conditions to Agreement with the following provisions: