



SAN PASQUAL VALLEY UNIFIED SCHOOL DISTRICT

BID PACKAGE

CONSTRUCTION OF HIGH SCHOOL
BLEACHERS AND MARQUEE SIGN

BID # 2023 - 03

Contact Information

Jorge Munoz – Director of Facilities and Operations

Telephone: 760-572-0222 Ext. 2406

Address: 676 Baseline Road

Winterhaven, CA 92283

Bid Documents for
Construction of High School Bleachers and Marquee Sign

TABLE OF CONTENTS

<i>Quick Reference Page</i>	3
BID DOCUMENTATION	
<i>NOTICE INVITING BIDS</i>	5
<i>INSTRUCTIONS TO BIDDERS</i>	7
<i>SCOPE OF WORK</i>	16
<i>SPECIAL CONDITIONS</i>	17
<i>CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS</i>	20
<i>AGREEMENT</i>	222
<i>PERFORMANCE BOND</i>	244
<i>PAYMENT BOND</i>	288
<u><i>PLANS AND SPECIFICATIONS</i>.....</u>	<u>Attachment 1</u>
SUBMITTAL PACKET	
<i>BID FORM</i>	1
<i>CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION</i>	4
<i>BID BOND</i>	5
<i>DESIGNATION OF SUBCONTRACTORS</i>	7
<i>DESIGNATION OF DVBE SUBCONTRACTORS</i>	8
<i>INFORMATION REQUIRED OF BIDDERS</i>	9
<i>ASBESTOS-FREE MATERIALS CERTIFICATION</i>	17
<i>RECYCLED CONTENT CERTIFICATION</i>	18
<i>DRUG-FREE WORKPLACE CERTIFICATION</i>	19
<i>IRAN CONTRACTING ACT CERTIFICATION</i>	21
<i>NON-COLLUSION AFFIDAVIT</i>	22
<i>DIR REGISTRATION CERTIFICATION</i>	22
<i>DVBE PROGRAM PARTICIPATION DOCUMENTATION</i>	224

QUICK REFERENCE PAGE

Bid for Project Construction of High School Bleachers and Marquee Sign
Bid Number 2023-03
Bid Deadline October 26, 2023
License(s) Eligible to Bid B General Building Contractor
Publication of Notice Yuma Sun, Imperial Valley Press
Publication Dates September 28 & October 5, 2023
Deadline for Questions or Inquiries October 19, 2023
Submit Questions to..... Jorge Munoz
..... *PREFERRED METHOD OF CONTACT IS EMAIL:* jmunoz@spvUSD.org
..... Telephone 760-572-0222
Estimated Date for Award of Contract..... October 30, 2023
Number of Sets of Contract Documents to Awarded Vendor 1

BID DOCUMENTATION

Instructions to Bidders

BID DOCUMENTATION

Please read these instructions carefully
before preparing your bid packet for submittal.

NOTICE INVITING BIDS

The **SAN PASQUAL VALLEY UNIFIED SCHOOL DISTRICT** (“**District**”) will receive sealed bids for the Construction of High School Bleachers and Marquee Sign Project at the District Office, 676 Baseline Road Winterhaven, California 92283 no later than 2:00 p.m. on October 26, 2023, at which time or thereafter said bids will be opened and read aloud. Bids received after this time may be returned unopened.

Any bidder wanting to be acquainted with the work site or has questions related to the bid process, may contact Jorge Munoz at 760-572-0222 or via email at jmunoz@spvUSD.org to make an appointment.

Bids must be submitted using the District’s Bid Forms. District Bid Form is attached. Each bid must conform and be responsive to the bid documents.

The successful bidder will be required to furnish the District with a Performance Bond and a Payment Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by District to ensure his performance under the Contract.

The District shall award the Contract for the Project to the lowest responsible bidder as determined from the base bid. However, the District may choose to award the contract on the basis of the base bid alone or the base bid and any alternate or combination of alternates. The time required for completion of the alternate bid items has been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items.

This Project is a public works project and is subject to the payment of prevailing wages. The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the contract which will be awarded to the successful bidder, copies of which are available to the public on the internet at <http://www.dir.ca.gov/DLSR/> and at the District office. The successful bidder and all subcontractor(s) under him/her shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Each Bidder submitting a bid must be a Department of Industrial Relations registered contractor pursuant to Labor Code section 1725.5 (“DIR Registered Contractor”), unless an exception expressly provided in the Labor Code applies. This project is subject to compliance monitoring and enforcement by DIR. A Bidder who is not a DIR Registered Contractor when submitting a proposal for the work will be initially rejected as the District may not accept any bid proposal that does not satisfy the requirements of Labor Code section 1725.5, and may not enter into any contract for the completion of a public works project with a bidder that is not a DIR Registered Contractor pursuant to Labor Code section 1725.5(e). Pursuant to Labor Code section 1725.5, all subcontractors identified in a Bidder’s Subcontractor List shall also be DIR Registered Contractors. If awarded the Contract, at all times during performance of the work, the Bidder and

all Subcontractors of any tier shall be DIR Registered Contractors and continue to comply with all DIR requirements.

Disabled Veteran Contractors are encouraged to submit bids. This bid is subject to Disabled Veteran Business Enterprise requirements.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classifications: B - General Building Contractor.

The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

Dated this 22nd day of September, 2023

Board of Education
San Pasqual Valley Unified
School District
Winterhaven, California

Publication: Yuma Sun, Imperial Valley Press
Publication Dates: September 29, 2023 and October 5, 2023

END OF NOTICE INVITING BIDS

INSTRUCTIONS TO BIDDERS

1. AVAILABILITY OF CONTRACT DOCUMENTS

Bids must be submitted to the District on the Bid Forms that are a part of the Bid Package for the Project. Prospective bidders may obtain one (1) complete set of Contract Documents. Contract Documents may be obtained from the District at the location(s) and at the time(s) indicated in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any applicable charges for the Contract Documents are outlined in the Notice Inviting Bids.

The District may also make the Contract Documents available for review at one or more plan rooms. Please Note: Prospective bidders who choose to review the Contract Documents at a plan room must contact the District to obtain the required Contract Documents if they decide to submit a bid for the Project.

2. EXAMINATION OF CONTRACT DOCUMENTS

The District has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

3. INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the District by submission of a written request for an interpretation or correction to the District. Such submission, if any, must be sent to Jorge Munoz by e-mailing to jmunoz@spvusd.org no later than 12:00 p.m. on October 19, 2023.

Any interpretation of the Contract Documents will be made only by written addenda duly issued via e-mail, U.S. mail or delivered to each person or firm who has purchased a set of Contract Documents and to plan rooms who have requested documents. The District will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

4. INSPECTION OF SITE: PRE-BID CONFERENCE AND SITE WALK

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact

the cost or effort required to complete the Project. To this end, a Pre-Bid Conference and Site Walk will be held on the date(s) and time(s) indicated in the Notice Inviting Bids.

5. ADDENDA

The District reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All addenda issued by the District shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the District issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, the District will extend the deadline for submission of bids. The District may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Each prospective bidder shall provide District a name, address and email address to which Addenda may be sent, as well as a telephone number by which the District can contact the bidder. Copies of Addenda will be furnished by email, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each bidder should contact the Purchasing Department to verify that he has received all Addenda issued, if any, prior to the bid opening.

6. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only. However, the District may choose to award the contract on the basis of the base bid alone or the base bid and any alternate or combination of alternates. The time required for completion of the alternate bid items has been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The District may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work. Accordingly each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

7. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the District will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. Use of black or blue ink or a computer printer is required. Deviations in the bid form may result in the bid being deemed non-responsive.

8. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless

the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

9. DESIGNATION OF SUBCONTRACTORS

Pursuant to State law, the Bidders must designate the name, location, California contractor license number, and public works contractor registration number of each subcontractor who will perform work or render services for the Bidder in an amount that exceeds one-half of one percent (0.5%) of the Bidder's Total Bid Price, as well as the portion of work each such subcontractor will perform on the form provided herein by the District. No additional time will be provided to bidders to submit any of the requested information in the Designation of Subcontractor form, except as provided by law.

10. DISABLED VETERAN BUSINESS ENTERPRISES

This Project has a participation goal for Disabled Veteran Business Enterprises ("DVBE") of at least three percent (3%) of the overall dollar amount of state funds allocated to the District pursuant to the Leroy F. Greene School Facilities Act of 1998, and expended each year by the District, in accordance with Education Code section 17076.11. Contractor will provide the anticipated DVBE participation in the contract, and may be required to provide documentation to the District regarding efforts to achieve this goal as a condition of payment.

11. LICENSING REQUIREMENTS

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the District shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the District shall reject the Bid. The District shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the District of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

12. DIR REGISTRATION

No contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless they are registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions under Labor Code section 1771.1(a)]. This project is subject to compliance monitoring, electronic certified payroll records reporting and enforcement by the Department of Industrial Relations.

13. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint

venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

14. BID GUARANTEE (BOND)

Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to the District; (c) a cashier's check made payable to the District; or (d) a bid bond payable to the District executed by the bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond to the District and the District may award the Contract to the next lowest responsible bidder, or may call for new bids.

15. SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials in an envelope, sealed, addressed and delivered or mailed, postage prepaid to the District at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via the Internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by District as provided herein. The envelope shall also contain the following in the lower left-hand corner thereof:

Bid of (Bidder's Name)
For the Construction of High School Bleachers and Marquee Sign
Bid No. 2023-03

Only where expressly permitted in the Notice Inviting Bids, may Bidders submit their bids via electronic transmission pursuant to Public Contract Code Sections 1600 and 1601. The acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. District reserves the right to not accept electronically transmitted bids where not specifically authorized in the Notice Inviting Bids, and may reject any bid not strictly complying with District's designated methods for delivery.

16. DELIVERY AND OPENING OF BIDS

Bids will be received by the District at the address shown in the Notice Inviting Bids up to the date and time shown therein. The District may leave unopened any Bid received after the specified date and time, and any such unopened Bid may be returned to the Bidder. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. The District may in its sole discretion, elect to postpone the opening of the submitted Bids. District reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

17. WITHDRAWAL OF BID

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative.

After bid opening, a Bid may be formally withdrawn by the Bidder pursuant to Public Contract Code 5103. If a Bid is formally withdrawn the Bidder will not be able to bid the project pursuant to Public Contract Code 5105 and will forfeit their Bid Bond to the District.

18. BASIS OF AWARD: BALANCED BIDS

The District shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The District may reject any Bid, which, in its opinion, when compared to other bids received or to the District's internal estimates, does not accurately reflect the cost to perform the Work. The District may reject as non-responsive any Bid, which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

19. DISQUALIFICATION OF BIDDERS: INTEREST IN MORE THAN ONE BID

No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders submitting a bid to the District. No person, firm, corporation, or other entity may submit a subproposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same Project.

20. INSURANCE REQUIREMENTS

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

21. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the District may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the District notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Contract and supply the District with all of the required documents and certifications. Regardless whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run ten (10) calendar days from the date of the notification. Once the District receives all of the properly drafted and executed documents and certifications from the Bidder, the District may issue a Notice to Proceed to that Bidder.

22. FILING OF BID PROTESTS

Bidders may file a “protest” of a Bid with the District’s Director of Facilities and Operations. In order for a Bidder’s protest to be considered, the protest must:

- A. Be filed in writing within two business days of notification of award recommendation. Failure to file a timely bid protest shall constitute a Bidder’s waiver of his/her right to protest the award of the contract;
- B. Clearly identify the specific irregularity or accusation;
- C. Clearly identify the specific District staff determination or recommendation being protested;
- D. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected.

If the protest is considered, the District’s Director of Facilities and Operations, or other designated District staff member, shall review the basis of the protest and all relevant information. The Director of Facilities and Operations will provide a written decision to the protestor. The protestor may appeal the decision of the Director of Facilities and Operations to the Superintendent or his/her designee.

23. WORKERS COMPENSATION

Each bidder shall submit the Contractor’s Certificate Regarding Workers’ Compensation form.

24. SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. The District will retain five percent (5%) of each progress payment as provided by the Contract Documents as retention. At the request and expense of the successful Bidder, the District will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

25. PREVAILING WAGES

This is a public works project, and so the District has obtained the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates may be obtained from the District or online at <http://www.dir.ca.gov/dlsr>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

26. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred

subcontractor by the Contractor for the Project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

27. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to the District three identical counterparts of the Performance Bond and Payment Bond in the form supplied by the District and included in the Contract Documents. Failure to do so may, in the sole discretion of District, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the District. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Bid Price.

28. REQUEST FOR SUBSTITUTIONS

The successful bidder shall comply with the substitution request provisions set forth in the Special Conditions, including any deadlines for substitution requests, which **may occur prior to the bid opening date**.

29. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

30. EXECUTION OF CONTRACT

The Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The District may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

31. REQUIRED CERTIFICATIONS

Bidders, for all projects involving state funds, are required to submit the "Asbestos-Free Materials Certification." This form is included in this package and must be signed under the penalty of perjury and dated, and shall be submitted to the District. The successful bidder shall also execute, under the penalty of perjury and dated, the "Recycled Content Certification" and the "Drug-Free Workplace Certification" included in this package. Further, by law it is the District's responsibility to determine whether a contractor must provide fingerprint certification. Pursuant to Education Code section 45125.2, the District considers the totality of the circumstances in order to determine if fingerprinting of employees of a contractor working on a school site is required. Factors to be considered include the length of time the contractor's employees are on school grounds, whether students are in proximity with the location where the contractor's employees are working, and whether the contractor's employees are working alone or with others. **A determination regarding whether fingerprint certification is required is contained in the Special Conditions.** These forms are included with the bid package and must be signed under the penalty of perjury and dated.

32. ADDITIVE AND DEDUCTIVE ITEMS: METHOD OF DETERMINING LOWEST BID

Pursuant to Public Contract Code section 20103.8, should this bid solicitation include additive and/or deductive items, the checked [X] method shall be used to determine the lowest bid:

_____ a. The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

_____ b. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in the numerical order set forth in the bid form.

_____ c. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified list of those items that, when in the bid form and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the District before the first bid is opened.

_____ d. The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

If no method is checked, sub-paragraph (a) shall be used to determine the lowest bid.

Notwithstanding the method used by the District to determine the lowest responsible bidder, the District retains the right to add to or deduct from the contract any of the additive or deductive items included in the bid solicitation.

33. LABOR COMPLIANCE MONITORING

In accordance with California Labor Code section 1771.4, unless exempted, all public works projects are subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR), which includes the following requirements:

- a. Each contractor and subcontractor shall furnish electronically certified payroll records directly to the Labor Commissioner in accordance with the instructions and requirements posted by DIR on its website and other sources.
- b. The District will have direct and immediate access to the certified payroll records submitted to DIR in order to monitor compliance, identify suspected violations and respond to Public Records Act requests.
- c. At each job site, Contractor shall post the notice(s) required by California Labor Code section 1771.4(a)(2) and the California Code of Regulations.
- d. The District may withhold contract payments when payroll records are delinquent or inadequate, or not submitted as required by the Labor Commissioner. The amount withheld shall be limited to those payments due or estimated to be due to the contractor or subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the contractor or subcontractor whose payroll records are delinquent or inadequate. Further, a contractor may be required in turn to cease all payments to a subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the subcontractor has cured the delinquency or deficiency.

- e. The District shall cooperate with any investigation of suspected violations of the requirement to pay prevailing wages on all public works projects, and withhold contract payments in accordance with any lawful order by DIR or any other agency with jurisdiction over labor compliance enforcement.
- f. Contractor shall provide site access to DIR personnel upon request.
- g. Contractors and subcontractors listed in the bid or who are required to be identified or prequalified shall participate in a pre-job conference before commencement of the work. At the pre-job conference, applicable federal and state labor law requirements shall be discussed, and copies of suggested reporting forms furnished. A checklist, showing which federal and state labor law requirements were discussed, shall be kept for each conference.

Contractor and any subcontractors are required to review and comply with the provisions of the California Labor Code beginning with Section 1720, and the regulations of the DIR implementing those provisions as more fully discussed in the Contract documents, as they may be amended from time to time. These statutory and regulatory provisions contain specific requirements, for example, concerning the determination and payment of prevailing wages, retention, inspection and auditing of payroll records, use of apprentices, payment of overtime compensation, securing of workers compensation insurance, contractor registration with DIR, and various criminal penalties or fines which may be imposed for violations of the requirements of the chapter. Submission of a bid constitutes Contractor's representation that it has thoroughly reviewed, understands and acknowledges these requirements, and will keep up to date on all such requirements as they may be updated or amended from time to time.

END OF INSTRUCTIONS TO BIDDERS

SCOPE OF WORK

Scope of work includes but is not limited to: provide all labor, equipment, utility services, tools, materials, and transportation to complete all of the Work.

Construction of High School Bleachers and Marquee Sign – Construct marquee sign and bleachers by high school football field. Pour concrete pad, construct path of travel from bleachers to restrooms, connect electrical services, etc. Refer to architectural plans for full list of details.

SPECIAL CONDITIONS

- a. Time of Performance.** The work shall be commenced on the date stated below and shall be completed within sixty (60) consecutive calendar days, in accordance with the scheduled dates as specified below. District and Contractor each hereby stipulate that the stated performance period is accepted as reasonable and that no other performance period shall be acceptable unless accepted in writing (See Agreement Article 2 and General Conditions Article 6.)

Work under this contract shall be scheduled and coordinated in compliance with the following:

1. The anticipated date of the award of the contract is October 30, 2023.
2. On site work will commence on or before November 6, 2023
3. The Contractor is allowed to work seven (7) days a week.
4. Contractor shall complete all work and obtain all jurisdictional authorities' approval of work under this contract necessary to permit occupancy of all buildings by students and staff for classroom and school operations no later than January 5, 2024.
5. If the site will not be available after the Notice to Proceed has been issued, Contractor shall utilize this time period for administrative tasks and initial mobilization and shall coordinate such activities with District.

- b. Liquidated Damages.** If work under this contract is not ready for the intended use within the specified time period, the agreed liquidated damages established in Article 42 of the General Conditions and Article 4 of the Agreement is two thousand dollars (\$2,000.00) per day for each calendar date completion is delayed.

- c. Documents Furnished.** The number of copies of drawings and specifications to be furnished to Contractor free of charge, per Article 3 of the General Conditions, is 1.

- d. Bonds.** Contractor shall provide (i) a bid bond in the amount of ten (5%) of the contract price; (ii) a payment bond in the total amount of bid or as specified in the Information to Bidders; and (iii) a performance bond in the amount of one hundred percent (100%) of the contract price or as specified in the Instructions to Bidders.

- e. Insurance.** As provided in General Conditions, Contractor shall procure and maintain and shall require all subcontractors, if any, whether primary or secondary, to procure and maintain either:

Commercial General Liability and Property Damage Insurance
(including automobile insurance) which provides limits of not less than:

1. Per occurrence (combined single limit)	\$1,000,000
2. Project Specific Aggregate (for this project only)	\$1,000,000
3. Products/Completed Operations	\$1,000,000
4. Personal & Advertising Injury Limit	\$ 500,000
5. Bodily Injury, Personal Injury	\$1,000,000
6. Property Damage	\$1,000,000

AND

Umbrella Policy with an amount not less than: \$2,000,000

Insurance Covering Special Hazards: Following special hazards shall be covered by riders or riders to above-mentioned commercial liability insurance or property damage insurance, or by special policies of insurance, in amounts as follows:

- | | |
|---|--------------------|
| 1. Automotive and truck where operated in amounts | <u>\$1,000,000</u> |
| 2. Material hoist where used in amounts | <u>\$1,000,000</u> |
| 3. Explosion, collapse & Underground (XCU) coverage | <u>n/a</u> |
| 4. Excess Liability Insurance coverage in the amount of | <u>n/a</u> |

Additional Insured Endorsement: Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's board of trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, individually and collectively, as additional insureds.

Workers Compensation Insurance: In addition to Workers Compensation insurance, a waiver of Subrogation is required. See Article 36 of the General Conditions.

- f. **Executed Copies:** The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond for Public Works required is two (2).
- g. **License Classification:** Each bidder shall be a licensed Contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: B – General Building Contractor.
- h. **Fingerprinting Requirement:** Pursuant to Article 13 of the General Conditions the District's Determination of Fingerprinting Requirement Application is as follows:

The District has considered the totality of the circumstances concerning the Project and as determined that the Contractor and Contractor's employees.

a. : Bidders are subject to the requirements of Education Code section 45125.2 and Paragraph (a) of Article 13 of the General Conditions.

b. X : Bidders are not subject to the requirements of Education Code section 45125.2 and Paragraph (b) of Article 13 of the General Conditions.
- i. **Request for Substitutions:** (Paragraph 28 from Instructions to Bidders): Requests to substitute any product or material or to deviate from project specifications must be submitted to Director of Facilities and Operations no later than October 19, 2023, which is seven (7) days prior to the bid deadline. A decision will be rendered and issued to all potential bidders in addenda no less than seventy two (72) hours prior to the bid deadline.
- j. **Inspector's Field Office:** (Ref. General Conditions Article 72). Not Applicable.
- k. **District Representative:** (Ref. General Conditions Article 74 and 75). If an Architect is not hired for this project, then the General Conditions Article 74 and 75 pertain to the District Engineer or District Staff Member, in that order.

Architect: (Ref. General Conditions Article 74 and 75) The District has contracted with Lord Architecture Inc. for this project. Telephone (858) 485-6980.

Mechanical Engineer: N/A

District Staff Member: The District's Department that will oversee the project is Facilities and Operations. The contact for the District is: Jorge Munoz, telephone (760) 572-0222.

I. Disabled Veteran Business Enterprise (DVBE) Participation Requirement:

Applicable Yes (Ref. General Conditions Article 73, Instructions to Bidders paragraph 10 and Documentation of Disabled Veteran Business Enterprise (DVBE) Program Participation.

- m. District Standard Materials:** District Standards are applicable to this contract. A copy of the standardized items is included in Exhibit A immediately following this section. No substitutions will be accepted for any of the listed items.
- n. Pre-Qualification:** Contractor must be pre-qualified at an amount equal to or greater than the base bid price submitted including the bid price for the Additive Alternative site(s). Pre-Qualification applications must be submitted to Quality Bidders no later than 2:00 p.m. on October 26, 2023.
- o. Certification of Compliance:** Pursuant to the California Department of Public Health Order, issued by Tomas Aragon and Gavin Newsom on Aug 11, 2022, individuals that are on public or private school property will comply with mandatory COVID-19 vaccine verification requirements or ensure its employees, agents, and workers complete weekly COVID-19 testing or provide proof of vaccination.

CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

CONTRACTOR CERTIFICATION

With respect to the Contract dated _____, 2024 by and between San Pasqual Valley Unified School District ("District") and _____ ("Contractor"), Contractor hereby certifies to the District's board of education that it has completed the criminal background check requirements of Education Code Section 45125.1 and that none of its employees that may come in contact with District's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor's Representative

Date

CONTRACTOR EXEMPTION

Pursuant to Education Code sections 45125.1 and 45125.2, the San Pasqual Valley Unified School District ("District") has determined that _____ ("Contractor") is exempt from the criminal background check certification requirements for the Contract dated October 26, 2024 by and between the District and Contractor because:

The Contractor's employees will have limited contact with District students during the course of the Contract;
Emergency or exceptional circumstances exist; or

With respect to contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: Work is to be completed during the summer when no students are on campus.

School District Official

Date

SUBCONTRACTOR'S CERTIFICATION

The San Pasqual Valley Unified School District ("District") entered into a Contract for services with _____ ("Contractor") on or about _____, 2024 for Bid No. 2023-03, Construction of Construction of High School Bleachers and Marquee Sign. This certification is submitted by _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"). Subcontractor hereby certifies to the District's board of education that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Subcontractor's Representative

Date

SUBCONTRACTOR'S EXEMPTION

The San Pasqual Valley Unified School District ("District") entered into a Contract for services with _____ ("Contractor") on or about October 26, 2023 for Bid No. 2023-03, Construction of High School Bleachers and Marquee Sign. Pursuant to Education Code sections 45125.1 and 45125.2, the District has determined that _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"), is exempt from the criminal background check certification requirements for the Contract because:

The Subcontractor's employees will have limited contact with District students during the course of the Contract;
Emergency or exceptional circumstances exist; or

With respect to contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor and/or Subcontractor have agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: Work is to be completed during the summer when no students are on campus.

School District Official

Date

AGREEMENT

THIS CONTRACT is made this 26th day of October, 2023 in the County of Imperial Valley, State of California, by and between the San Pasqual Valley Unified School District, hereinafter called District, and _____, hereinafter called Contractor. The District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated in the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

Bid No. 2023-03 Construction of High School Bleachers and Marquee Sign

The Contractor and its surety shall be liable to the District for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION. The Work shall commence on November 6, 2023. The Contractor shall complete all Work required by the Contract Documents within sixty (60) calendar days. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. The District shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of _____ Dollars (\$ _____). Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the District the sum of two thousand dollars (\$2,000.00) for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the District may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following:

- | | |
|---|---|
| <input type="checkbox"/> Notice Inviting Bids | <input type="checkbox"/> Contractor and Subcontractor Fingerprinting Requirements |
| <input type="checkbox"/> Instructions to Bidders | <input type="checkbox"/> Drug-Free Workplace Certifications |
| <input type="checkbox"/> Bid Form | <input type="checkbox"/> Iran Contracting Act Certification |
| <input type="checkbox"/> Contractor's Certificate Regarding Workers' Compensation | <input type="checkbox"/> Non-Collusion Affidavit form |
| <input type="checkbox"/> Bid Bond | <input type="checkbox"/> Workers' Compensation Certificate |
| <input type="checkbox"/> Designation of Subcontractors | <input type="checkbox"/> Agreement |
| <input type="checkbox"/> Information Required of Bidders | <input type="checkbox"/> Performance Bond |
| <input type="checkbox"/> Asbestos-Free Material Certification | <input type="checkbox"/> Payment Bond |
| <input type="checkbox"/> Recycled Content Certification | <input type="checkbox"/> General Conditions |
| | <input type="checkbox"/> Special Conditions |

- | | |
|---|--|
| <input type="checkbox"/> Disabled Veteran Business Enterprise (DVBE) Program Participation Document | <input type="checkbox"/> Addenda |
| <input type="checkbox"/> Project Scope and Details | <input type="checkbox"/> Plans and Drawings |
| <input type="checkbox"/> Technical Specifications | <input type="checkbox"/> Approved and fully executed change orders |
| <input type="checkbox"/> Any other Documents contained in or incorporated into the Contract | |

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of the California Labor Code applicable to this Project.

ARTICLE 7. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the labor Code which such rates may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

SAN PASQUAL VALLEY SCHOOL DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

PERFORMANCE BOND

THAT WHEREAS, San Pasqual Valley Unified School District (hereinafter referred to as "District") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for Bid No. 2023-03, Construction High School Bleachers and Marquee Sign (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for Project dated October 26, 2023, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by District in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory 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.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents;
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents; or
- (3) Permit the District to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the DISTRICT, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2023.

CONTRACTOR/PRINCIPAL

Name

By _____

SURETY:

By: _____

Attorney-In-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

[illegible]

- 27 -

PAYMENT BOND

WHEREAS, the San Pasqual Valley Unified School District (hereinafter designated as the "District"), by action taken or a resolution passed October 26, 2023 has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: Construction of High School Bleachers and Marquee Sign, 2023-03 (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

WHEREAS, by the terms of the Contract Documents, and in accordance with California Civil Code sections 9550 et seq., the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used, or reasonably required for use, in the performance of the Work on the Project ("Bond"); and

WHEREAS, the term "Claimant" shall refer to any of the persons described in California Civil Code section 9100, who provide or furnish labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard to whether such labor, materials or services were sold, leased or rented.

NOW THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto the District in the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

The condition of the obligation is such that if the Principal, or its subcontractors, heirs, executors, administrators, successors or assigns fail to pay (1) any Claimant, (2) amounts due under the Unemployment Insurance Code with respect to Work or labor performed on the Project, or (3) amounts required to be deducted, withheld, and paid to the Employment Development Department from the wages of employees of the Principal and its subcontractors under Section 13020 of the Unemployment Insurance Code with respect to the Work and labor, then Surety will pay for the same in an amount not to exceed the sum specified above and, if an action is brought to enforce the liability on the Bond, the Surety shall pay such reasonable attorneys' fees as fixed by the court, as set forth in Civil Code section 9554.

If the Principal promptly, fully and faithfully makes payment to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work, then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the District of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 2023 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,
if corporation)

Principal (Property Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

Surety

By _____
Attorney in Fact

(Attached Attorney-In-Fact
Certificate and Required
Acknowledgements)

*Note: Appropriate Notarial Acknowledgments
of Execution by Contractor and surety and
a power of Attorney MUST BE ATTACHED.

BID

SUBMITTAL PACKET

All of these forms must be completed and
returned for consideration of your bid.

Please read the instructions and bid documentation
carefully before preparing your bid for submittal.

BIDDER'S SUBMITTAL PACKET CHECK LIST

<input type="checkbox"/> Bid form	1
<input type="checkbox"/> Contractor's Certificate Regarding Workers' Compensation.....	4
<input type="checkbox"/> Bid Bond	5
<input type="checkbox"/> Designation of Subcontractors	7
<input type="checkbox"/> Designation of DVBE Subcontractors.....	8
<input type="checkbox"/> Information Required of Bidders.....	9
<input type="checkbox"/> Asbestos-Free Materials Certification.....	17
<input type="checkbox"/> Recycled Content Certification	18
<input type="checkbox"/> Drug-Free Workplace Certification	19
<input type="checkbox"/> Iran Contracting Act Certification.....	21
<input type="checkbox"/> Non-Collusion Affidavit.....	22
<input type="checkbox"/> Certification of Contractor DIR Registration.....	23
<input type="checkbox"/> DVBE Program Participation Documentation	24
<input type="checkbox"/> Certification of Compliance	25

BID FORM

Business Name: _____

Contact Name: _____

Business Address: _____

Business Telephone: (_____) _____

E-Mail Address: _____

TO: San Pasqual Valley Unified School District, acting by and through its Governing Board,
herein called the "Owner:"

Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required and with all in strict conformity with the specifications and other contract documents, including addenda, if any for the following project:

Bid No. 2023-03, Construction of High School Bleachers and Marquee Sign

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

Addendum No. _____ Addendum No. _____ Addendum No. _____

BASE BID SCOPE OF WORK	BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
Construction of High School Bleachers and Marquee Sign – Construct marquee sign and bleachers by high school football field. Pour concrete pad, construct path of travel from bleachers to restrooms, connect electrical services, etc. Refer to architectural plans for full list of details.		\$

TOTAL BASE BID		\$
-----------------------	--	----

1. In case of discrepancy between the written price and the numerical price, the written price shall prevail.
2. The Bid Price for each building is for accounting purposes only. The Contract will be awarded on the Total Base Bid Price.
3. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.
4. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
5. Attached is the required Bid Security.
6. Attached is the completed Designation of Subcontractors form.
7. Attached is the completed Designation of DVBE Subcontractors form.
8. Attached is the completed Information Required of Bidders form.
9. Attached is the completed Asbestos-Free Materials Certificate.
10. . Attached is the completed Recycled Content Certification form.
11. Attached is the completed Drug-Free Workplace Certification form
12. Attached is the completed Iran Contracting Act Certification form.
13. Attached is the fully executed Non-Collusion Affidavit form.
14. Attached is the completed DVBE Program Participation form.
15. Attached is the completed Certification of Compliance form.
16. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the District the Performance Bond and Payment Bond for Public Works as specified, all within five (5) days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in

the Owner's notice to the Contractor to proceed, and shall be completed by the Contractor in the time specified in the contract documents.

17. Notice of acceptance or requests for additional information should be addressed to the undersigned at the address stated below:

18. The names of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.)

Bidder certifies that he is licensed in accordance with the law providing for the registration of Contractors, License No. _____, Expiration Date _____, Class of license _____. List all other classifications for this license number:

I, _____, the _____ of the bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct.

Executed on this _____ day of _____ at Imperial County, California.

Proper Name of Bidder:

By:

Signature of Bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code that requires 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.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

BID BOND

The makers of this bond are, _____, as Principal, and _____, as Surety and are held and firmly bound unto the San Pasqual Valley Unified School District, hereinafter called the District, in the penal sum of TEN PERCENT (5%) OF THE TOTAL BID PRICE of the Principal submitted to DISTRICT for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we 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 the accompanying bid dated the ____ day of _____, 2023 for Bid No. 2023-03, Construction of High School Bleachers and Marquee Sign.

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the District as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 2023, the name and corporate seal of each corporation.

(Corporate Seal)

Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

STATE OF CALIFORNIA)
) ss.
DISTRICT OF _____)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this _____ day of _____, in the year 2023, before me, _____, a Notary Public in and for said state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me that he subscribed the name of the _____ (Surety) thereto and his own name as Attorney-In-Fact.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name, the location of the place of business, and the California contractor license number of each subcontractor and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of the Contractor's Total Bid Price. No additional time shall be granted to provide the below requested information, except as permitted by law.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (0.5%) of the Contractor's Total Bid Price, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of Work	Subcontractor Name & License # and DIR Registration #	Location of Business

Name of Bidder _____

Signature _____

Title _____

Dated _____

DESIGNATION OF DVBE SUBCONTRACTORS

Contractor shall identify each subcontractor that is a certified Disabled Veteran Business Enterprise (DVBE). Contractor shall provide the DVBE Reference Number assigned by the Office of Small Business Certification and Resources for each DVBE subcontractor, and shall attach a copy of the subcontractor's certification letter.

Subcontractor Company Name, License # and DIR Registration #	DVBE Reference Number

INFORMATION REQUIRED OF BIDDERS

A. INFORMATION ABOUT BIDDER

[**Indicate not applicable ("N/A") where appropriate.**]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

Name of Bidder:

Type of Entity:

Bidder Address:

Telephone Number:

Facsimile Number:

Emergency Contact
Number:

1. How many years has Bidder's organization been in business as a Contractor?

2. How many years has Bidder's organization been in business under its present name?

3. Under what other or former names has Bidder's organization operated?

4. If Bidder's organization is a corporation, answer the following:

4.1 Date of Incorporation: _____

4.2 State of Incorporation: _____

4.3 President's Name: _____

4.4 Vice-President's Name(s): _____

4.5 Secretary's Name: _____

4.6 Treasurer's Name: _____

5. If an individual or a partnership, answer the following:

5.1 Date of Organization: _____

5.2 Name and address of all partners (state whether general or limited partnership):

6. If other than a corporation or partnership, describe organization and name principals:

7. List other states in which Bidder's organization is legally qualified to do business:

8. What type of work does the Bidder normally perform with its own forces?

9. Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

10. Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

11. Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it declared bankruptcy or dissolved the business? If so, attach a separate sheet of explanation:

12. List Trade References:

13. List Bank References (Bank and Branch Address):

14. Name of Bonding Company and Name, Phone Number, and Address of Agent:

B. LIST OF CURRENT PROJECTS (BACKLOG)

[**Duplicate Page if needed for listing additional current projects.**]

Project Client Contact Name & Telephone No.	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project Client Contact Name & Telephone No.	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

2. Summarize each person's specialized education:

3. List each person's years of construction experience relevant to the project:

4. Summarize such experience:

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the District.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder _____

Signature _____

Title _____

Dated _____

ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for Bid No. 2023-03, Construction of High School Bleachers and Marquee Sign, (hereinafter referred to as the "Project"), and submitted it to the San Pasqual Valley Unified School District (hereinafter referred to as the "District") on behalf of _____ (hereinafter referred to as the "Contractor").

To the best of my knowledge, information and belief, in completing the Contractor's Work for the Project, no material furnished, installed or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state EPA or federal or state health agencies as a hazardous material.

Any disputes involving the question of whether or not material installed with asbestos-containing equipment is settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.

All work or materials installed by the Contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District. Decontamination and removal of work found to contain asbestos or work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The ASBESTOS REMOVAL CONTRACTOR shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the Asbestos Consultant who shall have sole discretion and final determination in this matter.

The asbestos consultant shall be chosen and approved by the Construction Manager/Architect or the District who shall have sole discretion and final determination in this matter.

The work will be not accepted until asbestos contamination is reduced to levels deemed acceptable by the Asbestos Consultant.

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

Executed on this _____ day of _____, 2023 at _____.

Name of Contractor (Print or Type)

By _____
Signature

Print Name

Title

RECYCLED CONTENT CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for Bid No. 2023-03, Construction of High School Bleachers and Marquee Sign, (hereinafter referred to as the "Project"), and submitted it to the San Pasqual Valley Unified School District (hereinafter referred to as the "District") on behalf of _____ hereinafter referred to as the "Contractor").

Pursuant to Public Contract Code Section 10308.5, all contractors are required to certify in writing under penalty of perjury the minimum (if not exact) percentage of recycled content in materials, goods, or supplies offered or products used in the performance of their contract, regardless of whether the product meets the required recycled product percentage as defined in Sections 12161 and 12200. The recycled content shall include both post consumer material and secondary material as defined in Public Contract Code Sections 12161 and 12200 shall apply.

I declare under penalty of perjury under the laws of the State of California that the following percentages of Postconsumer Material and Secondary Material is in the materials, goods or supplies offered for, or products used in, the performance of the Contract for the Project:

_____ % Postconsumer Material _____ % Secondary Material.

Executed on this _____ day of _____, 2023

Name of Contractor (Print or Type)

Signature

Title

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the San Pasqual Valley Unified School District (hereinafter referred to as the "District") and

(hereinafter referred to as the "Contractor") for 2023-03, Construction of High School Bleachers and Marquee Sign (hereinafter referred to as the "Project"). This form is required from all successful bidders pursuant to the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in their workplace and specifying actions which will be taken against employees for violations of the prohibition;

Establishing a drug-free awareness program to inform employees about all of the following:

- The dangers of drug abuse in the workplace;
- The person's or organization's policy of maintaining a drug-free workplace;
- The availability of drug counseling, rehabilitation and employee-assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations.

Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision "A," and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of the Drug-Free Workplace Act as it now exists or may hereinafter be amended. Particularly, I shall abide by Government Code Section 8355 when performing the Contract for the Project by:

- A. Publishing a statement notifying employees concerning the prohibition of controlled substance at my workplace;
- B. Establishing a drug-free awareness program; and

- C. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and agrees to abide by the terms of that statement.

I also understand that if the District determines that I have either: (a) made a false certification herein; or (b) violated this certification by failing to carry out the requirements of Section 8355, the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that if 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 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.

Executed on this _____ day of _____, 2023

Name of Contractor (Print or Type)

Signature

Print Name

Title

IRAN CONTRACTING ACT CERTIFICATION

As required by California Public Contract Code Section 2204, the Bidder certifies subject to penalty for perjury that the option checked below relating to the Bidder's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

- ☐ The Bidder is not:
- (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- ☐ The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Agency will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- ☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

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

Name of Firm

Signature

Name

Title

Date

NON-COLLUSION AFFIDAVIT

I, _____, declare that I am _____
_____ of _____, the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Name of Bidder _____

Signature _____

Title _____

Dated _____

DIVISION OF INDUSTRIAL RELATIONS REGISTRATION CERTIFICATION

Pursuant to Labor Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial Relations in order to bid on, to be listed in a bid proposal or to engage in the performance of any defined public work contract.

I _____, _____
(Name) (Title)

certify that _____ (Contractor Name) is currently registered as
a contractor with the Department of Industrial Relations (DIR):

Contractor's DIR Registration Number _____

Expiration date _____

Contractor further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in its invitation to bid the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at the time of bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish the DIR Registration Number for all subcontractors on the project within 24 hours of the bid opening.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above may result in a determination of non-responsiveness.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Signature _____

Date _____

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM PARTICIPATION DOCUMENTATION

In accordance with Education Code Section 17076.11, the San Pasqual Valley Unified School District has a participation goal for Disabled Veteran Business Enterprises of at least three percent (3%) per year of the overall dollar amount of funds allocated by the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school buildings and expended each year by the District. At the time of execution of the contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition precedent for final payment under the contract, the Contractor will provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises pursuant to the contract, so that the District can assess its success at meeting this goal.

I certify that I have read the above and will comply with the anticipated participation of Disabled Veteran Business Enterprises in this contract.

Signature

Typed or Printed Name

Title

Company