



San Diego Unified
SCHOOL DISTRICT

Linda Hippe, CPPB
Senior Contracts Specialist
Strategic Sourcing and Contracts Department
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February 12, 2015

NO. CZ-15-0814-57 – FURNISH AND INSTALL INTERIM HOUSING AT SAN DIEGO HIGH SCHOOL

DEADLINE DATE: ~~FEBRUARY 26, 2015~~ MARCH 12, 2015 AT 1:00 P.M. *

ADDENDUM TO BID NO. 1

Please note the following revisions for the above referenced bid:

Changes made by the District:

Due to a revised engineers estimate for this project, which now exceeds \$1 million, the following documents will be replaced with new, indicating that this project now falls under the PSA, Prime contractor and MEP subcontractor prequalification and DIR Registration requirements. A new site walk and bid opening date are necessary to incorporate the aforementioned requirements. *Site attendees present at the 2/12/15 site walk must attend the 2/26/15 site walk to bid the project as a Prime.*

1. *Revisions to Bid Opening date. See above.
2. Revisions to Advertisement for Bid. Replace with new.
3. Revisions to Notice to Contractors. Replace with new.
4. Revisions to Required Executable Documents and Timeline. Replace with new.
5. Revisions to Document List. Replace with new.
6. Revisions to Instruction to Bidders. Replace with new.
7. Addition of PSA Letter of Assent.
8. Revisions to all Executable (E-Pages) Documents. Replace with new.
9. Revisions to Special Conditions. Replace with new.

Changes made by the AOR:

1. None

Revisions have been **bolded**, *italicized*, or struck through. Please include this addendum in your original bid documents and acknowledge receipt accordingly on the Bid Proposal Form. If you have questions regarding this bid or the revisions, please contact me at (858) 522-5831.

Sincerely,

Linda Hippe, CPPB
Senior Contract Specialist

NO. CZ-15-0814-57
ADDENDUM NO. 1

Advertisement for Bids

REVISED 2/12/15

Notice is hereby given that the San Diego Unified School District, acting by and through its governing board, will receive sealed bids for the furnishing of all labor, materials, transportation, equipment, and services to:

FURNISH AND INSTALL INTERIM HOUSING AT SAN DIEGO HIGH SCHOOL

A **mandatory site visit** is scheduled for 9:00 a.m. on **FEBRUARY 26, 2015** in front of the main office of San Diego High School, 1405 Park Blvd., San Diego, CA 92101 PLEASE SEE BID FOR DETAILS (No.CZ-15-0814-57)

All bids must be received at or before 1:00 p.m. on **MARCH 12, 2015**, at the Strategic Sourcing and Contracts Department, 2351 Cardinal Lane, Bldg. M, San Diego, CA 92123, at which time bids will be publicly opened and read aloud.

Under Public Contract Code 3400, the District has made a finding that the following particular materials, products, things, or services are designated by specific brand or trade name in order to match other products in use on the particular public improvement either completed or in the course of completion:

- Specification Section 275116 Public Address System
- Specification Section 283111 Digital Addressable Fire Alarm and Voice Evacuation System

The project estimate is between **\$1.1 million and \$1.3 million**. **This is a PSA project and requires prequalification**. The District requires that Bidders possess any of the following classification(s) of California State Contractors License(s), valid and in good standing, at the time of bid opening and contract award: **B**.

All late bids shall be deemed non-responsive and not opened. Each bid shall be in accordance with all terms, conditions, plans, specifications and any other documents that comprise the bid package. The Bid and Contract Documents are available in three formats, hard copy, CD, or online from Plan Well. Hard copy bid documents are available at American Reprographics Company (ARC), 1200 4th Avenue (4th and B Street), San Diego, CA 92101, phone number 619-232-8440, for a refundable payment of Three Hundred Dollars (\$300) per set; CD's are available for a non-refundable charge of \$50. Payments shall be made by check payable to SAN DIEGO UNIFIED SCHOOL DISTRICT. If the payment for Bid and Contract Documents is refundable, refunds will be processed by the District only if the Bid and Contract Documents, including all addendums, are returned intact and in good order to ARC within ten (10) days of the issuance of the Final Bid Tabulation. Online documents are available for download free of charge on PlanWell through ARC. Go to www.crplanwell.com, click on Public Planroom, search SDUSD (Questions? 714-424-8525). All bids shall be submitted on bid forms furnished by the District in the bid package beginning February 3, 2015. Bid packages will not be faxed.

SENATE BILL (SB) 854 REQUIREMENTS: *Effective July 1, 2014, no contractor or subcontractor may be listed on a bid proposal, or awarded a contract for a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code §1771.1(a)]. This project is subject to compliance monitoring and enforcement by the DIR. Prime contractors must add the DIR Registration Number for each of their listed subcontractors to the Subcontractors List AND submit a certificate of registration for their own firm and those of their listed subcontractors upon request by the District. Failure of the bidding prime contractor to list their subcontractors DIR Registration Number on the Subcontractors List at time of bid will result in rejection of their bid as non-responsive.*

Refer to the following DIR Website for further information: www.dir.ca.gov/Public-Works/PublicWorks.html

PREVAILING WAGES: Prevailing wage requirements apply to all public works projects and must be followed per Article 17 of the General Conditions of this bid.

PROJECT STABILIZATION AGREEMENT (PSA): *This project is subject to the Project Stabilization Agreement (PSA) adopted by the Board of Education on July 28, 2009. The complete agreement is available for viewing and downloading at www.sandi.net - Proposition S & Z.*

NO. CZ-15-0814-57
ADDENDUM NO. 1

DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION PROGRAM: Pursuant to Resolution In Support of Service Disabled Veterans Owned Businesses (SDVOB) and Disabled Veteran Business Enterprises (DVBE) approved on May 10, 2011 by the Board of Education, the Bidder is required to satisfy a minimum DVBE participation percentage of at least three percent (3%) for this project. In compliance with this Program, the Bidder shall satisfy all requirements enumerated in the bid package.

Each bid must be submitted on the Bid Form provided in the bid package and shall be accompanied by a satisfactory bid security in the form of either a bid bond executed by the bidder and Surety Company, or a certified or cashier's check in favor of the San Diego Unified School District, in an amount equal to ten percent (10%) of their bid value. Said bid security shall be given to guarantee that the Bidder will execute the contract as specified, within five (5) working days of notification by the District.

The District reserves the right to reject any and all bids and to waive any irregularities or informalities in any bids or in the bidding. No bidder may withdraw his bid for a period of 120 days after the date set for the opening of bids. For information regarding bidding, please call 858-522-5831.

PREQUALIFICATION OF BIDDERS : Pursuant to Public Contract Code 20111.6, all Prime Contractors must be pre-qualified to bid on this project; and all subcontractors performing mechanical, electrical and plumbing (MEP trades) and holding any of the following classifications must be pre-qualified to bid on this project: A, B, C4, C7, C10, C16, C20, C34, C36, C38, C42, C43 and/or C46. MEP work is considered to be any work included and defined with the C Classifications listed above. You can apply online by going to <https://prequal.sandi.net> or contact Glenda Burberry at gburberry@sandi.net to request a pre-qualification questionnaire. Completed questionnaires must be submitted to the District no later than 10 business days before the bid opening due date. Any questionnaires submitted later than this deadline will not be processed for this Invitation for Bids. The District encourages all general contractors bidding as a prime contractor, and all MEP subcontractors to request a questionnaire, complete it and submit it as soon as possible.

SAN DIEGO UNIFIED SCHOOL DISTRICT
Arthur S. Hanby, Jr., CPPO, C.P.M., CPPB, A.P.P
Strategic Sourcing and Contracts Officer
Strategic Sourcing and Contracts Dept.

Advertised Dates:
02/03/15
02/10/15
02/17/15
02/24/15
NO. CZ-15-0814-57

NOTICE TO CONTRACTORS CALLING FOR BIDS

DISTRICT: SAN DIEGO UNIFIED SCHOOL DISTRICT

PROJECT DESCRIPTION: FURNISH AND INSTALL INTERIM HOUSING
AT SAN DIEGO HIGH SCHOOL

**DATE/TIME FOR SUBMITTAL
OF BID PROPOSAL:** 1:00 P.M. ON MARCH 12, 2015

**PLACE FOR SUBMITTAL OF
BID PROPOSALS:** SAN DIEGO UNIFIED SCHOOL DISTRICT
STRATEGIC SOURCING AND CONTRACTS
DEPARTMENT
2351 CARDINAL LANE, BLDG. M (WEST DOOR)
SAN DIEGO, CALIFORNIA 92123

**BID AND CONTRACT
DOCUMENTS AVAILABLE AT:** ARC (AMERICAN REPROGRAPHICS CO.)
1200 FOURTH AVENUE
SAN DIEGO, CA 92101
(619) 232-8440

SITE VISIT: 9:00 A.M. ON FEBRUARY 26, 2015
AT THE MAIN OFFICE OF
SAN DIEGO HIGH SCHOOL
1405 PARK BLVD.
SAN DIEGO, CA 92101

ADDRESS: SAN DIEGO UNIFIED SCHOOL DISTRICT
STRATEGIC SOURCING AND CONTRACTS
DEPARTMENT
2351 CARDINAL LANE, BLDG. M
SAN DIEGO, CALIFORNIA 92123
FAX NUMBER: (858) 522-5885

NOTICE IS HEREBY GIVEN that the above-named California Public School District, acting by and through its Board of Education, hereinafter "the District" will receive up to, but not later than the above-stated date and time, sealed Bid Proposals for the Contract for the Work of the Project generally described as

**NO. CZ-15-0814-57 -- FURNISH AND INSTALL INTERIM HOUSING AT
SAN DIEGO HIGH SCHOOL**

REQUIRED EXECUTABLE DOCUMENTS AND TIMELINE

(NOTE: This listing does not contain all the documents required during the construction phase)

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND SIGNED AT TIME OF BID OPENING

<u>DESCRIPTION</u>	<u>PAGE NUMBER</u>
Bid Proposal	E-1
Subcontractors List	E-5
Non-Collusion Declaration	E-8
Bid Security Bond (or cashier's check)	E-9
DVBE/SDVOB Bidder Declaration	E-27

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND SUBMITTED WITHIN TWENTY-FOUR (24) HOURS AFTER BID OPENING

Completed Subcontractors List	E-5
Prime Contractor's Project Stabilization Agreement Letter of Assent	E-10
Completed DVBE/SDVOB Bidder Declaration	E-27
Bidder's DVBE Statement & Required Certifications	E-25

THE FOLLOWING DOCUMENTS MUST BE COMPLETED, SIGNED, AND SUBMITTED WITHIN 3 BUSINESS DAYS AFTER WRITTEN NOTIFICATION

Agreement	E-11
Certificate of Workers' Compensation Insurance	E-17
Drug-Free Work Place Certification	E-18
Guarantee	E-19
Contractor Certification Regarding Background Checks	E-20
List of Employees "Attachment A"	E-21
Letter of Compliance – Attachment A (if required)	See Spec Sections 271300/271323/271523
Electricians Certification (if required)	See Instruction to Bidders I-2
Certificates of DIR Registration (pursuant to SB854)	See Instruction to Bidders I-2

THE FOLLOWING DOCUMENTS MUST BE COMPLETED, SIGNED AND SUBMITTED WITHIN 5 BUSINESS DAYS AFTER WRITTEN NOTIFICATION

Labor and Material Payment Bond	E-13
Performance Bond	E-15
Original Insurance Certificate(s) for General and Auto Liability and Workers' Compensation	

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND SUBMITTED WITHIN FIFTEEN (15) DAYS OF NOTICE TO PROCEED

Schedule of Values, including Cost Breakdown to CM	See GC's Article 8.1
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THE FOLLOWING DOCUMENTS MUST BE COMPLETED, SIGNED AND SUBMITTED ON A MONTHLY BASIS (BY THE 5TH DAY OF EACH MONTH)

Application for Progress Payment to Construction Office	See GC's Article 8.2
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DOCUMENT LIST
FOR
FURNISH AND INSTALL INTERIM HOUSING AT SAN DIEGO HIGH SCHOOL

Bid Documents

Notice Calling For Bids
Bid Advertisement
Required Executable Documents and Timeline
Instructions to Bidders
Bid Proposal
Subcontractors List
Non-Collusion Declaration
Prime Contractor's Project Stabilization Agreement Letter of Assent
Bid Security Bond
DVBE Participation Program Overview and Resources & DVBE/SDVOB Bidder Declaration

Contract Documents

Agreement
Labor and Materials Payment Bond
Performance Bond
Workers Compensation Certificate
Drug-Free Workplace Certification
Guarantee
Contractor Certification Regarding Background Checks
List of Employees "Attachment A"
General Conditions
Special Conditions
Specifications
Drawings

1. SUBMITTAL OF BID PROPOSALS

All Bid Proposals shall be submitted on forms furnished by the District. Bid Proposals must conform with, and be responsive to, the Bid and Contract terms and conditions, specifications and plans, incorporated herein. Only Bid Proposals submitted to the District prior to the date and time set forth above for the public opening and reading of Bid Proposals shall be considered.

2. MAILING OF BID DOCUMENTS

If the bidder should elect to use US Mail or other delivery services for the delivery of his bid document, the bidder takes full responsibility for the delivery of that document to the proper address indicated on the Notice To Bidders and before the bid opening date and time. It is incumbent on the bidder to call the Strategic Sourcing and Contracts Department at (858) 522-5864 no later than one (1) hour prior to bid opening time to verify that his bid was received.

The bidder must clearly identify, boldly and legibly on the outside envelope, that the document enclosed is a "BID DOCUMENT." This includes any special overnight delivery envelopes used by airmail carriers, such as FedEX, Emery, etc. Failure of the bidder to clearly identify his bid in this manner will result in rejection of his bid if it is not opened publicly at the bid opening date and time, regardless if the document was delivered to the District on time.

3. BID AND CONTRACT DOCUMENTS

The Bid and Contract Documents are available at the location stated in the Notice to Contractors Calling for Bids in three formats, hard copy, CD, or online from Plan Well. Hard copy bid documents are available for a refundable payment of Three Hundred Dollars (\$300) per set; CD's are available for a non-refundable charge of \$50, and; online documents are available for download free of charge on PlanWell through American Reprographics Company (ARC) www.crplanwell.com, click on Public Planroom (Questions? 714-434-8525). Payments shall be made by check payable to **SAN DIEGO UNIFIED SCHOOL DISTRICT**. If the payment for Bid and Contract Documents is refundable, refunds will be processed by the District only if the Bid and Contract Documents, including all addendums, are returned intact and in good order to ARC within ten (10) days of issuance of Final Bid Tabulation.

4. OFFICIAL ADVERTISING AND DISTRIBUTION SITES

The official media sources for advertising San Diego Unified School District bids are Demandstar.com and The San Diego Daily Transcript. The official distribution point for bid documents is American Reprographics Company (ARC) in San Diego. If bidders receive bid information or documents from any other source than those listed above, or from District departments other than Strategic Sourcing and Contracts, the District will not be responsible for any erroneous information published or distributed.

5. DOCUMENTS ACCOMPANYING BID PROPOSAL

Each Bid Proposal shall be accompanied by: (a) the required Bid Security; (b) Subcontractors List; (c) Non-Collusion Declaration; and (d) DVBE Bidder Declaration. All information or responses of a Bidder in its Bid Proposal and other documents accompanying the Bid Proposal shall be typewritten or in ink, complete, accurate and true; incomplete, inaccurate or untrue responses or information provided therein by a Bidder shall be grounds for the District to reject such Bidder's Bid Proposal for non-responsiveness.

6. DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100, et seq.) and amendments thereof, each Bidder shall at time of bid set forth in the Subcontractors List: (a) the name and location of the place of business of each Subcontractor (as defined in Public Contract Code §4113, California Business & Professions Code §7026, and properly licensed with the California Contractors State License Board) who will perform work or labor or render services to the Bidder in or about the construction of the Work to be performed under the Contract Documents in an amount in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal; and (b) the portion of the Work which will be performed by each listed Subcontractor, and (c) the California contractor's license number and (d) **DIR Registration Number**. The Bidder shall list only one Subcontractor for each portion of the Work as is defined by the Bidder in its Bid Proposal. If a Bidder fails to list a Subcontractor or if the Bidder specifies more than one Subcontractor for the same portion of Work to be performed under the Contract Documents valued in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal amount, the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of the Work itself and that it shall perform that portion of the Work.

All bidders will be required to submit a complete subcontractor listing, including the subcontractors full address and the percentage of work the subcontractor will perform within 24 hours of the bid opening date and time as permitted under Public Contract Code §4104(a)(3)(A).

Subcontractors must be properly licensed at all times they are performing work on the District's project.

7. SENATE BILL (SB) 854 REQUIREMENTS

Effective July 1, 2014, no contractor or subcontractor may be listed on a bid proposal, or awarded a contract for a public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code §1771.1(a)].

This project is subject to compliance monitoring and enforcement by the DIR. Prime contractors must add the DIR Registration Number for each of their listed subcontractors to the Subcontractors List AND submit a certificate of registration for their own firm and those of their listed subcontractors upon request by the District.

Failure of the bidding prime contractor to list their subcontractors DIR Registration Number on the Subcontractors List *at time of bid* will result in rejection of their bid as non-responsive.

8. PREVAILING WAGE RATES

Pursuant to Labor Code §1773, the Director of the Department of Industrial Relations (DIR) of the State of California has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. Copies of these determinations, entitled "PREVAILING WAGE SCALE" may be found on the DIR website <http://www.dir.ca.gov/DLSR/PWD>. The Contractor awarded the Contract for the Work shall post a copy of all applicable prevailing wage rates for the Work at conspicuous locations at the Site of the Work. The Contractor and all Subcontractors performing any portion of the Work shall pay not less than the applicable prevailing wage rate for the classification of labor provided by their respective workers in prosecution and execution of the Work.

9. CONTRACTORS LICENSE CLASSIFICATION

In accordance with the provisions of California Public Contract Code §3300, the District requires that Bidders possess the following classification(s) of California State Contractors License at the time that the Contract for the Work is awarded: **B.** Any Bidder not so duly and properly licensed shall be subject to all penalties imposed by law. No payment shall be made for work, labor, materials or services provided under the Contract for the Work unless and until the Registrar of Contractors verifies to the District that the Bidder awarded the Contract is properly and duly licensed to perform the Work.

Effective January 1, 2006, pursuant to Labor Code §3099 and §3099.2 and California Code of Regulations (CCR) §209.0, all persons who perform work as electricians employed by C10 electrical contractors must be certified prior to performing work on District projects. For more information see Department of Industrial Relations website <http://www.dir.ca.gov/DAS/ElectricalTrade.htm>.

Under Business and Professions Code §7028.15(g), a bid submitted to the District by a contractor who is not licensed in accordance with this chapter [Business & Professions Code, Division 3. Professions and Vocations Generally, Chapter 9 Contractors] shall be considered nonresponsive and shall be rejected by the District, unless one of statute's exceptions apply. Under Business & Professions Code §7028.15(g), the District shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid, unless one of the statute's exceptions apply.

Under Business & Professions Code §7028.15(a), it is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license.

10. MANDATORY PRE-QUALIFICATION FOR PROJECTS ESTIMATED AT \$1,000,000 OR OVER

Pursuant to Public Contract Code (PCC) §20111.6, each contractor wishing to bid as a prime to the District for projects estimated at \$1,000,000 or over, or any subcontractor performing the license classifications of A, B [if performing the work of] C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 and C-46 wishing to submit a bid to a bidding prime contractor must be prequalified in order to bid.

A contractor who submits a bid who is not prequalified at time of bid, or who lists an unprequalified subcontractor performing any of the classifications listed in the paragraph above to perform a portion of work will be rejected as non-responsive to bid terms and conditions. PCC §20111.6(f) states the District may not accept a bid proposal from any person or entity that is required to submit a completed questionnaire and financial statement, or any other person or other entity that uses a subcontractor that is required to submit a completed questionnaire and financial statement for prequalification.

Any prime contractor or subcontractor who is not already prequalified must submit a **complete** District provided Pre-qualification Questionnaire **at least** ten (10) business days prior to the bid opening due date. Any Questionnaire received less than ten (10) business days before the bid opening due date will not be considered. Any Questionnaires submitted incomplete will be put aside to process completed Questionnaires first and may result in an incomplete Questionnaire

not being processed within the required timeline of five (5) days prior to the bid opening due date. Such action will render the prime contractor or subcontractor who submitted the incomplete Questionnaire to be ineligible to bid on the project for which they submitted the Questionnaire.

The District strongly encourages all prime contractors and subcontractors performing any of the classifications listed above to submit a Pre-qualification Questionnaire well in advance of a bid in order to avoid the consequence of not being eligible to bid on a project they are interested in.

Pre-qualification Questionnaires may be found online at <https://prequal.sandi.net> or obtained by sending an email request to Glenda Burbery at gburbery@sandi.net.

11. CONTRACT TIME

Performance and completion of the Work shall be in accordance with the Special Conditions and Specifications Sections 011000 and 011400. Failure to achieve completion of the Work within the Milestone Dates established therein will subject the Contractor to assessment of Liquidated Damages for delayed Substantial Completion, as set forth in the Contract Documents.

12. BID SECURITY

Each Bid Proposal shall be accompanied by Bid Security in an amount not less than **Ten Percent (10%)** of the maximum amount of the Bid Proposal, inclusive of any Additive or Deductive Alternate bid item(s). Failure of any Bid Proposal to be accompanied by Bid Security in the form and in the amount required shall render such Bid Proposal to be non-responsive and rejected by the District.

13. WITHDRAWAL OF BID PROPOSALS

Bid Proposals may not be withdrawn by any Bidder for a period of **One Hundred Twenty (120)** days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respected Bid Proposals. A successful bidder shall not be relieved of the bid submitted without the District's consent or bidder's recourse to Public Contract Code §5100 et seq.

14. SUBSTITUTE SECURITY

In accordance with the provisions of California Public Contract Code §22300, substitution of eligible and equivalent securities for any monies withheld by the District to ensure the Contractor's performance under the Contract will be permitted at the request and expense of the Contractor and in conformity with California Public Contract Code §22300.

15. REJECTION OF BIDS AND WAIVER OF IRREGULARITIES

The District reserves the right to reject any or all Bid Proposals, to contract work with whomever and in whatever manner the District decides, to abandon the Work entirely, and to waive any informality or nonsubstantive irregularity in any Bid Proposal or in the bidding as the interests of the District may require.

16. AWARD OF CONTRACT

Acceptance of a Bid Proposal occurs upon Award of Contract. Under Education Code §17604, the Contract for the Work, if awarded, will be by action of the District's Board of Education to the responsible Bidder submitting the lowest responsive Bid Proposal. If Additive or Deductive Bid Items are included in the bidding process, the lowest Bid Proposal will be determined on the basis of the Base Bid Proposal or on the Base Bid Proposal, additional Items and any combination of Additive or Deductive Bid Items selected in accordance with the applicable provisions of the Instructions to Bidders and the Bid Proposal Form.

17. MANDATORY SITE VISIT

Pursuant to San Diego Unified School District requirements, it is mandatory that all Bidders attend the scheduled Site Visit listed in the Notice to Contractors Calling for Bids. This is a material requirement of the Construction Contract, and should a prospective bidder not attend the Site Visit, such Bidder's bid will be rejected as non-responsive. For multiple site projects, Bidders must attend all sites scheduled for a visit.

18. RECEIPT AND OPENING OF BID PROPOSALS

- 18.1 Bid Proposal Forms. Bid Proposals shall be submitted on the forms obtained at ARC, as mentioned in the Notice to Contractors Calling for Bids. Bid Proposals submitted on forms other than those obtained pursuant to the preceding will be rejected as non-responsive. All information required by the bid forms must be completely and accurately provided, typewritten or in ink. Responses to required information which are incomplete, inaccurate, untrue or which contain omissions of material fact rendering the response false or misleading may result in rejection of a Bid Proposal for non-responsiveness. Numbers shall be stated in words and figures where required by a bid form; conflicts between numbers stated in words and figures shall be governed by the words. The Bid Proposal and other documents required to be executed on behalf of the Bidder and submitted with the Bid Proposal must be executed in the name of the Bidder and must bear the original signature(s) in longhand of the person(s) duly authorized to execute the Bid Proposal and other documents on behalf of the Bidder.
- 18.2 Submission of Bid Proposal. A Bid Proposal and other documents accompanying the Bid Proposal shall be submitted in a sealed envelope bearing on the outside of the envelope the name and address of the Bidder, the bid number, and an identification of the Work for which the Bid Proposal is submitted. Bid Proposals shall be deemed submitted only if received and time stamped by an employee of the Strategic Sourcing and Contracts Department. Only Bid Proposals submitted and received prior to the latest date and time for submission of Bid Proposals will be considered. Bidders are solely responsible for the timely submission of Bid Proposals.
- 18.3 Public Opening and Reading of Bid Proposals. After the latest date/time for submission of Bid Proposals, the District will publicly open and read aloud the Bid Proposals. Whether or not Bid Proposals are opened exactly at the time fixed, no Bid Proposals shall be received or considered by the District after it has commenced the public opening and reading of Bid Proposals; any Bid Proposal submitted after such time shall be deemed non-responsive, un-opened and refused.
- 18.4 Pricing: The District's computation of offered prices will always be based on the Bidder's unit price multiplied by the quantity for a particular item. In the event that there are unit prices as well as extended prices, the unit price will prevail in the event of a mathematical discrepancy.

- 18.5 Equal Bids: In accordance with Public Contract Code §20117, in the event that equal Bids are received, the successful Bidder shall be randomly selected through a drawing.
- 18.6 Erasures. Erasures, interlineations or other corrections to the Bid Proposal or other documents submitted with a Bid Proposal may render the Bid Proposal non-responsive unless the same are suitably authenticated by affixing in the margin immediately next to any erasure, interlineation or other correction the initials of a person(s) authorized to act on behalf of the Bidder.
- 18.7 Modifications. Upon submission of a Bid Proposal, no Bidder may modify any portion of the Bid Proposal or other documents submitted with the Bid Proposal unless: (a) a written request is submitted to the Contracts Administration Supervisor at the address mentioned in the Notice To Contractors Calling For Bids by the Bidder which includes the specific modification requested and (b) the written request is actually received by the District at least forty eight (48) hours prior to the latest date/time for submission of Bid Proposals. No Bid Proposal submitted may be withdrawn unless: (a) a written request is submitted to the Contracts Administration Supervisor at the address mentioned in the Notice to Contractors Calling for Bids, requesting withdrawal and (b) the written request is actually received by the District prior to the public opening of Bid Proposals.
- 18.8 Multiple Sites. Please note that, if this project is for more than one school site you may be required to break your bid down by site. Please see Bid Proposal form to determine these requirements prior to doing your takeoffs.

19. EXAMINATION OF CONTRACT DOCUMENTS

Each Bidder shall become fully acquainted with conditions relating to the Work to fully understand the facilities, difficulties, and restrictions attending the execution of the Work. Bidders shall thoroughly examine and be familiar with the Drawings and Specifications and all other Contract Documents. The failure of any Bidder to receive or examine any of the Contract Documents, form, instrument, addendum, or other document or to visit the Sites and be acquainted with the conditions there existing shall in no way relieve any Bidder from obligations with respect to its Bid Proposal or to the contract. The submission of a Bid Proposal shall be taken as prima facie evidence of compliance with this section.

20. EXECUTION OF AGREEMENT

The apparent low bidder must sign the Agreement included in this Invitation for Bids, and must submit it within three (3) business days of written notification by District.

21. DELIVERY OF BONDS AND CERTIFICATES

Unless otherwise specified, the successful bidder shall, within five (5) business days after written notification by the District, sign and deliver to the District the Labor and Material Payment Bond and Performance Bond, certificates of insurance, and other required documents. In the event the successful bidder fails or refuses to so deliver such documents by the deadline date, the District may declare the bidder's bid deposit or bond forfeited as damages, and may award the work to the next lowest responsible bidder, or may reject all bids and call for new bids.

The penal sums of the Labor and Materials Payment Bond and the Performance Bond shall each be in an amount equal to 100% of the Contract Price, unless otherwise stated in the Special Conditions. Bonds required by the Contract Documents shall be accepted by the District only if issued and duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

22. INTERPRETATION OF CONTRACT DOCUMENTS.

If any person contemplating submission of a Bid Proposal for the proposed Contract is in doubt as to the true meaning of any part of the Drawings, Specifications, or other portions of the Contract Documents, or finds discrepancies in, or omissions from the Drawings, Specifications or other portions of the Contract Documents, a written request for an interpretation or correction thereof shall be submitted to the address as mentioned in the Notice To Contractors Calling For Bids. Any Bidder submitting such a request is solely responsible for its prompt delivery. Any interpretation or correction, or other modification of any portion of the Contract documents will be made only by Addendum duly issued by or on behalf of the District and a copy of such Addendum will be mailed, facsimiled, or otherwise delivered to each Bidder who has theretofore obtained a set of the Contract Documents. The District will not be responsible for any other explanations or interpretations of the Contract Documents. No oral interpretation, correction or modification of any portion of the Contract Documents will be made to any bidder and no Bidder may rely upon any such oral interpretation, correction or modification. Addenda issued pursuant to the above shall be made a part of the Contract Documents. All interpretations, corrections or modifications made by the Strategic Sourcing and Contracts Department, San Diego Unified School District, shall be final and binding. Failure of a Bidder to request interpretation, correction or modification of known discrepancies in, or omissions in the Drawings, Specifications or other portions of the Contract Documents shall be deemed an acknowledgment by the Bidder that if awarded the Contract for the Work, the Bidder will remedy said discrepancies and omissions at no additional cost to the Owner.

23. ADDENDA AND AMENDMENTS

The terms and conditions contained in the Notice to Contractors Calling for Bids, Bid Proposal Form, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Agreement, and any other document that comprises this Invitation for Bids herein may be amended or modified only with the proper written approval of the District.

Addendums will be issued either directly from the District via fax or email, or through ARC via hard copy or through PlanWell online plan room. Bidder is completely responsible for obtaining and verifying all addendums issued for bids advertised by the District. Failure of a bidder to obtain and acknowledge in the Bid Proposal all addendums may result in their bid being rejected as non-responsive.

Any addenda issued during the time of bidding shall form a part of this Invitation for Bids and shall constitute a part of the contract documents.

24. AWARD OF CONTRACT

24.1 Action by Board of Education. The acceptance of a Bid Proposal occurs upon Award of Contract. Under Education Code §17604, the contract, if awarded, will be by action of its Board of Education to the responsible, responsive Bidder submitting the lowest priced Bid Proposal on the basis of the Base Bid Proposal or the Base Bid Proposal and Additive or Deductive Bid Items, if any, selected in accordance with this Instructions to Bidders.

24.2 Selection of Additive or Deductive Bid Items. If Additive or Deductive Bid Items are part of determining the responsive low bidder, as stated in the Bid Proposal Form, the selection of Additive or Deductive Bid Items for inclusion in the scope of the Work of the Contract to be awarded and for determination of the lowest Bid Proposal based upon the Base Bid Proposal and the combination of Additive or Deductive Bid Items selected for

inclusion in the Contract to be awarded will be by a "blind-bidder" process. See Public Contract Code §20103.8(d). After the public reading of Bid Proposals, District clerical staff ("Clerical Staff") who will not be engaged in the selection of Additive or Deductive Bid Items for inclusion in the Contract to be awarded will assign each Bidder an alphabetical letter for identification purposes. The Clerical Staff will mask all portions of the Bid Proposal and other documents submitted with Bid Proposals so that the identity of each Bidder is not revealed. The Clerical Staff will maintain a list ("the Bidders List"), which identifies by name and the alphabetical letter assigned by the Clerical Staff to each Bidder. After the public reading of Bid Proposals, the Clerical Staff will provide the District's staff responsible for selection of Additive or Deductive Bid Items for inclusion in the Contract to be awarded ("District Project Staff") copies of Bid Proposals with the identities of Bidders masked; Bid Proposals reviewed by the District Project Staff will identify Bidders only by alphabetical letters. At such time as the District Project Staff has completed review of Bid Proposals and made a determination of which Bidder (by the alphabetical letter assigned by Clerical Staff) has submitted the lowest Bid Proposal on the basis of the Base Bid Proposal and any combination of Additive or Deductive Bid Items as determined by the District Project Staff, the Clerical Staff will make available to the Project Staff the Bidders List so that the identity of the Bidder to be awarded the Contract can be identified. Until such time as the District Project Staff has completed review of Bid Proposals and determined which Bidder has submitted the lowest Bid Proposal, there will be no communication between the Clerical Staff and the District Project Staff regarding the identities of Bidders or disclosure of any portion of the Bidders List.

- 24.3 Additive or Deductive Bid Items Not Included in Award of Contract. Bidders are referred to the provisions of the Contract Documents permitting the District, during performance of the Work, to add or delete from the scope of the Work Additive or Deductive Bid Items with the cost or credit of the same being the amount(s) set forth by in the Additive or Deductive Bid Items Proposal. See Public Contract Code §20103.8
- 24.4 Responsive Bid Proposal. A responsive Bid Proposal shall mean a Bid Proposal, which conforms, in all material respects, to the requirements of Bid and Contract Documents.
- 24.5 Responsible Bidder. Under Public Contract Code §1103, a responsible Bidder is a Bidder who has the capability in all respects, to perform fully the requirements of the Contract Documents and the quality, fitness, capacity and experience which will assure good faith performance. In determining responsibility, the following criteria will be considered: (i) the ability, capacity and skill of the Bidder to perform the Work of the Contract Documents; (ii) whether the Bidder can perform the Work promptly and within the time specified, without delay or interference; (iii) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (iv) the quality of performance of the Bidder on previous contracts, by way of example only, the following information will be considered: (a) the administrative, consultant or other cost overruns incurred by the District on previous contracts with the Bidder; (b) the Bidder's compliance record with contract general conditions on other projects; (c) the submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects; (d) the Bidder's record for completion of work within the contract time and the Bidder's compliance with the scheduling and coordination requirements on other projects; (e) the Bidder's demonstrated cooperation with the District and other contractors on previous contracts; (f) whether the work performed and materials furnished on previous contracts was in accordance with the Contract Documents; (v) the previous and existing compliance by the Bidder with laws and ordinances relating to contracts; (vi) the sufficiency of the financial resources and ability of the Bidder to perform the work of the Contract Documents; (vii) the quality, availability and adaptability of the goods or services to the

particular use required; (viii) the ability of the Bidder to provide future maintenance and service for the warranty period of the Contract; (ix) whether the Bidder is in arrears on debt or contract or is a defaulter on any surety bond; (x) such other information as may be secured by the District having a bearing on the decision to award the Contract, to include without limitation the ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work of the Contract Documents and whether the Bidder has ever been debarred from bidding or found ineligible for bidding on any other projects. The ability of a Bidder to provide the required bonds will not of itself demonstrate responsibility of the Bidder.

25. BIDDERS INTERESTED IN MORE THAN ONE BID; NON-COLLUSION DECLARATION

No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or who has quoted prices of materials to a bidder is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders, or from submitting a Bid Proposal itself to the District. The form of Non-Collusion Declaration included in the Contract Documents must be completed and duly executed on behalf of the Bidder; failure of a Bidder to submit a completed and executed Non-Collusion Declaration with its Bid Proposal will render the Bid Proposal non-responsive.

26. SUBSTITUTION OF SPECIFIED ITEMS

Pursuant to Public Contract Code §3400, whenever the Contract Documents refer to any specific article, device, equipment, product, material, fixture, specified patent or proprietary name, patented process, form, method or type of construction, by name, make, trade name, or catalog number ("specified item"), such reference shall be deemed to be followed by the words, "or equal", unless it is indicated that no substitutions will be considered. Any Bidder who has timely submitted a Bid Proposal may submit data to the District to substantiate a request to substitute a specified item ("Substitution Substantiation Data") using the form provided in the contract documents. However, a request to substitute a specified item will not be considered for approval until after the District's Board of Trustees has taken action to award the Contract without any conditions or reservations. Therefore, bidders should not consider, use or include proposed substitutes for specified items when submitting their bid. Substitution Substantiation Data submitted by any Bidder with its Bid Proposal will not be considered by the District nor be deemed a submission of Substitution Substantiation Data. The Bidder awarded the Contract may request the substitution of specified items in the Contract Documents upon strict compliance with the applicable terms of the Contract Documents.

27. DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION PROGRAM

Pursuant to Resolution In Support of Service Disabled Veterans Owned Businesses (SDVOB) and Disabled Veteran Business Enterprises (DVBE) approved on May 10, 2011 by the Board of Education, the San Diego Unified School District has replaced the good faith effort with a mandatory requirement of 3% for DVBE participation in all District construction bids, regardless of size. In order to be responsive, the successful bidder must meet or exceed 3% DVBE participation as evidenced by DVBE/SDVOB Bidder Declaration form submitted at time of bid. The failure of any Bidder to strictly comply with the District's DVBE Participation Program Policy will result in rejection of a Bidder's Bid Proposal for non-responsiveness.

The apparent low bidder will be required to submit a **complete** DVBE/SDVOB Bidder Declaration, including the subcontractor/supplier's full address and contact information and work to be performed or supplies to be provided, within 24 hours of the bid opening date and time.

DVBE's need to have a current and valid certification from the State of California Department of General Services. SDVOB's need to have a current and valid verification letter from the Department of Veteran's Affairs Center for Veterans Enterprise; self-representation will not be accepted. DVBE eligibility is a one year period and must be renewed annually. SDVOB eligibility is a two year period. Eligibility must be current at time of bid and contract award. Bidders will need to submit either certification(s) or credential(s) within twenty-four (24) hours after the opening bid proposals.

28. PROJECT STABILIZATION AGREEMENT (PSA)

This project is subject to the Project Stabilization Agreement (PSA) adopted by the Board of Education on July 28, 2009 and as subsequently amended. The complete agreement is available for viewing and downloading at www.sandi.net.

Contractor shall submit the signed PSA Prime Contractor Letter of Assent (LOA) within 24 hours of the bid opening due date. Failure to submit LOA within the specified timeline will result in rejection of their bid as non-responsive.

29. PUBLIC RECORDS

Bid Proposals and other documents responding to the Call for Bids become the exclusive property of the District upon submittal to the District. At such time as the District issues the Bid Tabulation pursuant to these Instructions to Bidders, all Bid Proposals and other documents submitted in response to the Call for Bids become a matter of public record and shall thereupon be considered public records. A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the Bid Proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Bid Proposals are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such Bid Proposals, by request made to the District in conformity with the California Access to Public Records Act, California Government Code §§6250, et. seq. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

30. DRUG FREE WORKPLACE CERTIFICATE

In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Bid Proposal. The successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.

31. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

The Bidder is solely and exclusively responsible for employment of individuals for the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101 et seq. (the "IRCA"); the successful Bidder shall also require that any person or entity employing labor in connection with any of the Work of the Contract shall so similarly comply with the IRCA.

32. DEBARMENT

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subcontractors certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. As part of bid responsiveness, District will verify the successful bidders' and his listed subcontractors' status prior to award of contract. Any successful bidder found on the Federal debarment list will be rejected as non-responsive. Information on debarment is available at the following website: www.sam.gov.

33. ALTERNATE BID PROPOSALS; ALTERNATE BID ITEM(S)

If the Bid Proposal forms do not specifically call for the submittal of alternate bid(s) or bid(s) for alternate item(s) and a Bidder submits alternate bid(s) or bid(s) for alternate bid item(s), the District may deem the Bid Proposal to be non-responsive and reject the same. In the event that alternate item(s) are specifically called for in the Bid Proposal forms, any Bid Proposal which does not include bid(s) for the alternate item(s) may result in the Bid Proposal being deemed by the District to be non-responsive and rejected. In the event that bids for alternate item(s) are specifically called for in the Bid Proposal forms, the Bidder is referenced to the provisions of the Contract Documents permitting the District, during performance of the Work of the Contract Documents, to add or delete such alternate item(s) with the cost or credit (inclusive of all direct and indirect costs, supervision, overhead and profit) for such alternate item(s) shall being in the amount(s) set forth in the Bidder's Bid Proposal for such alternate items(s).

34. RECOMMENDATION TO AWARD CONTRACT

Following the public opening and reading of Bid Proposals, the District will issue a Final Bid Tabulation, identifying the Bidder to whom the District recommends award of the Contract and the date/time/place of the District's Board of Education meeting at which time award of the Contract will be considered.

35. BID PROTEST

A bidder must have standing (i.e., sufficient protectable and tangible interest at stake) to submit a bid protest. For example, whereas a second low bidder may file a bid protest as to the first low bidder, a third low bidder may only file a bid protest if it has basis to challenge the second and first low bidders. A bidder whose bid has been rejected as non-responsive by the District has no standing to protest another's bid, but may protest the rejection of their own bid only. Any Bidder, with the exception of a declared non-responsive bidder, submitting a Bid Proposal to the Districts address as mentioned in the Notice to Contractors Calling for Bids may file a protest of the District's recommendation to award the Contract provided that each and all of the following are complied with:

- 35.1 The bid protest is in writing (e-mail is not acceptable). The bid protest is filed and received by the Contracts Administration Supervisor, at the address as mentioned in the Notice To Contractors Calling For Bids, not more than five (5) calendar days following the date of issuance of the District's Final Bid Tabulation; and the written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.
- 35.2 Any bid protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the Contracts Administration Supervisor, or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest. Either the Contracts Administration Supervisor or other individual designated by him/her shall provide the bidder submitting the bid protest with a written statement concurring with or denying the bid protest.
- 35.3. Upon receipt of the written statement from the Contracts Administration Supervisor, if the bidder submitting the bid protest would like a further opportunity to be heard, the bidder shall submit in writing (e-mail is not acceptable) a request for a panel review. This request must be received by the Contracts Administration Supervisor, at the address as mentioned in the Notice To Contractors Calling For Bids, not more than five (5) calendar days following the date of the written statement in the preceding paragraph. Either the Contracts Administration Supervisor or other individual designated by him/her will convene a panel to consider oral and written evidence from the bidder submitting the bid protest as well as the apparent low bidder(s). The panel will consider evidence presented at the proceeding as well as previously submitted evidence. Failure to attend or present evidence shall constitute a waiver of that opportunity to be heard. Either the Contracts Administration Supervisor or other individual designated by him/her shall provide the bidder submitting the bid protest with a written statement concurring with or denying the bid protest, which will be the recommendation to the District's Board of Education.
- 35.4 The District's Board of Education will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of the contract award as reflected in the written statement of the Strategic Sourcing and Contracts Officer, or his/her designee. Action by the District's Board of Education relative to a bid award shall be final and not subject to appeal or reconsideration by the District, any employee or officer of the District or the District's Board of Education. The rendition of a written statement by the Strategic Sourcing and Contracts Officer (or his/her designee) and action by the District's Board of Education to adopt, modify or reject the disposition of the bid award reflected in such written statement shall be express conditions precedent

to the institution of any legal or equitable proceedings relative to the bidding process, the District's intent to award the Contract, the District's disposition of any bid protest or the District's decision to reject all Bid Proposals.

36. QUESTIONS PERTAINING TO THIS BID

Questions pertaining to this bid should be addressed to:

Linda Hippe, CPPB, Senior Contracts Specialist
San Diego Unified School District
Strategic Sourcing and Contracts Department
2351 Cardinal Lane, Bldg. M
San Diego, CA 92123
(858) 522-5831
FAX (858) 522-5885

PRE-BID SUBMITTAL DOCUMENT CHECKLIST

This checklist is to assist the bidder in submitting a complete and responsive bid offer. The inclusion of all the required documents at time of bid does not in itself render the bidders offer as responsive.

- I am prequalified to bid as prime contractor by San Diego USD.**
- All of my listed subcontractors performing MEP trades are prequalified by San Diego USD.**
- Completed and signed Bid Proposal Form
- Listed all subcontractors performing more than ½ of 1% of the total bid value on the Subcontractor List and provided the minimum required information at time of bid per Article 6 in the Instructions to Bidders.
- Listed DIR Registration Number for each listed subcontractor.**
- Completed and signed Noncollusion Declaration.
- Completed and signed Bid Security Bond with Attorney-in-Fact certificate attached, or provided a cashier's check for 10% of your bid's value.
- Signed DVBE/SDVOB Bidder Declaration. **NOTE: In addition to meeting the minimum requirement of 3% DVBE/SDVOB participation, this document must contain as a minimum the DVBE firm name, certification number and percentage of work to be performed for your bid to be considered responsive to the District's DVBE/SDVOB requirements (see Article 25 in the Instructions to Bidders). Any deviation from what is instructed in the bid terms and conditions may render your bid non-responsive. If you are uncertain about this requirement please call Linda Hippe, Senior Contracts Specialist at 858-522-5831 for assistance.**

BID PROPOSAL

TO: **SAN DIEGO UNIFIED SCHOOL DISTRICT**, a California Public School District, acting by and through its Board of Education ("the District").

FROM:

(Name of Bidder)

(Address)

(City, State, Zip Code)

(Telephone/Fax)

(Email Address)

(Name(s) of Bidder's Authorized Representative(s))

Bid Proposal

Bid Proposal Amount. Pursuant to and in compliance with the Notice to Contractors Calling for Bids, the Instructions to Bidders and the other documents relating thereto, the undersigned Bidder having reviewed the Instructions to Bidders, General Conditions, Special Conditions, Specifications, Agreement and all other Contract Documents and upon compliance with all requirements therein with reference to the submittal of this Bid Proposal, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment and services necessary, including all taxes, to perform the Contract and complete in a workmanlike manner all of the Work required for the Project described as:

NO. CZ-15-0814-57 -- FURNISH AND INSTALL INTERIM HOUSING AT SAN DIEGO HIGH SCHOOL

in accordance with the Contract Documents as set forth above as follows:

ALLOWANCES: The following allowances are to be included in the Base Bid:

No. 1: For unforeseen site conditions \$25,000

Refer to Section 012100 Allowances.

ITEM 1: BASE BID _____ **Dollars**

(\$ _____)

ADDENDUM NO. 1

Acknowledgment of Bid Addenda: In submitting this Bid Proposal, the undersigned Bidder acknowledges receipt of all Bid Addenda issued by or on behalf of the District, as set forth below. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda.

_____ **No Addenda Issued**
(initial)

_____ **Addenda Nos.** _____ received, acknowledged and
(initial) incorporated into this Bid Proposal.

Additive or Deductive Bid Items and Unit Price Items: If Bid Proposal prices are required for Additive or Deductive Bid Items or Unit Price Items, the Bidder's price proposal(s) for Additive or Deductive Bid Items and Unit Price Items shall be set forth in the forms of Additive or Deductive Bid Item Proposal and/or the Unit Price Items Proposal included herewith. The Bidder acknowledges that the District may, at its sole discretion, elect to include as part of the scope of Work of the Contract any Additive or Deductive Bid Item selected in accordance with the Instructions to Bidders and in such event, the cost or credit to the District shall be as set forth in the Additive or Deductive Bid Item Proposal above. Failure to include Bid Proposal prices, even if "zero", for any Additive or Deductive Bid Item or Unit Price Item included in the bidding process will render the Bid Proposal non-responsive and rejected.

Rejection of Bid; Holding Open of Bid: It is understood that the District reserves the right to reject this Bid Proposal and that this Bid Proposal shall remain open and not be withdrawn for the period of time specified in the Instructions to Bidders.

Documents Accompanying Bid: The undersigned Bidder has submitted with this Bid Proposal the following:

- Bid Security
- Non-Collusion Declaration
- Subcontractors List
- DVBE/SDVOB Bidder Declaration

The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions to Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

Requirements of Low Bidder Recommended for Award of Contract: It is understood and agreed that if written notice of the acceptance of this Bid Proposal demonstrated by Bid Tabulation thereon is mailed, e-mailed, faxed or delivered by the District to the undersigned after the opening of Bid Proposals, the undersigned will execute and deliver to the District all required documents in accordance with the Bid Proposal as detailed in the Required Executable Documents and Timeline ("Timeline") and the Instructions to Bidders. Pursuant to the Timeline, the apparent low bidder of the Contract shall deliver to the District: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Performance Bond; (c) the Labor and Material Payment Bond; (d) the Certificate of Workers' Compensation Insurance; (e) the Prime Contractors Letter of Assent (f) the Drug-Free Workplace Certificate; (g) Guarantee; (h) Contractor Certification Regarding Background Checks and Attachment A List of Employees; and (i) Certification Public Contract Code Section 3006 (if applicable). All of the foregoing shall be in conformity with applicable requirements set forth in Notice to Contractors Calling for Bids, the Instructions to Bidders and in each of the foregoing Documents. Failure of the Bidder recommended the Contract to strictly comply with the preceding may result in the District's

ADDENDUM NO. 1

recision of its recommendation of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals. The Work under the Contract Documents shall be commenced by the undersigned Bidder, if awarded the Contract, on the date stated in the District's Notice to Proceed issued pursuant to the Contract Documents and Substantial Completion of the Work shall be achieved within the Contract Time specified in the Contract Documents.

Notices: All notices or other correspondence shall be addressed to the District and the Bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

Contractor's License: The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following classification(s) _____ bearing License Number(s) _____, with expiration date(s) of _____. By executing this Bid Proposal and submitting the same to the District, the Bidder acknowledges the provisions of California Business & Professions Code §7028.15, which provides that it shall be a misdemeanor for any person to submit a bid proposal to a public agency without having a license to perform the work of the bid proposal. By executing this Bid Proposal, the Bidder hereby certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors (as defined in Public Contract Code §4113 and Business & Professions Code §7026) providing or performing any portion of the Work of the Contract Documents shall be so similarly and appropriately licensed to perform or provide such portion of the Work.

Legal Status: The undersigned Bidder's legal status is _____ (i.e., corporation, sole proprietorship, partnership, LLP).

DIR Registration Number: _____

Designation of Subcontractors: In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100, et seq.) and amendments thereof, each Bidder shall set forth *at time of bid* in the Subcontractors List: (a) the name and location of the place of business of each Subcontractor who will perform work or labor or render services to the Bidder in or about the construction of the Work to be performed under the Contract Documents in an amount in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal; (b) the Subcontractors license number; (c) the portion of the Work which will be performed by each listed Subcontractor; *and (d) DIR Registration Number.* The Bidder shall list only one Subcontractor for each portion of the Work as is defined by the Bidder in its Bid Proposal. If a Bidder fails to list a Subcontractor or if the Bidder specifies more than one Subcontractor for the same portion of Work to be performed under the Contract Documents valued in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal amount, the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of the Work itself and that it shall perform that portion of the Work. Subcontractor is defined in Public Contract Code §4113 and Business & Professions Code §7026.

Confirmation of Figures: By submitting this Bid Proposal, the Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

ADDENDUM NO. 1

Acknowledgment and Confirmation: The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial resources to complete the Work for the amount bid herein within the Contract Time and in accordance with these contract documents.

By: _____
(Signature of Company Officer) (Date)

_____ (Typed or Printed Name) _____ (Title)

SUBCONTRACTOR LIST

NOTE!

The Subcontractor List contains the Architect's listing of expected licensed trades performing work over .5% of the project estimate. You are free to add any trades performing work over .5% over and above that of the Architect's projection. The listing provided does not relieve you of the Public Contract Code requirement to list ALL subcontractors performing over 1/2 of 1% of the projects scope of work.

NEW: Effective July 1, 2014, no contractor or subcontractor may be listed on a bid proposal, or awarded a contract for a public works project (*awarded on or after April 1, 2015*) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code §1771.1(a)].

This project is subject to compliance monitoring and enforcement by the DIR. Prime contractors must add the DIR Registration Number for each of their listed subcontractors to the Subcontractors List AND submit a certificate of registration for their own firm and those of their listed subcontractors upon request by the District.

Failure of the bidding prime contractor to list their subcontractors DIR Registration Number on the Subcontractors List *at time of bid* will result in rejection of their bid as non-responsive.

NOTE! ALL OF YOUR SUBCONTRACTORS PERFORMING MEP TRADES (as defined by PCC Section 20111.6) MUST BE PREQUALIFIED BY THE DISTRICT.

ADDENDUM NO. 1

NOTE: Under Public Contract Code section 4100 et. seq. known as the Subletting and Subcontracting Fair Practices Act, all subcontractors (defined under Public Contract Code section 4113 and Business & Professions Code section 7026) to the prime contractor performing work in excess of 0.5% of the bid must be listed. Contractor *at time of bid* must list the name and location of business, contractor's license number and portion of work, and pursuant to SB854, the DIR Registration Number of every listed subcontractor.

NOTE: LIST ALL DVBE SUBCONTRACTORS IN THE DVBE/SDVOB BIDDER DECLARATION DUE AT TIME OF BID AS WELL AS IN THIS SUBCONTRACTORS LIST.

The Bidder shall designate/identify the listed subcontractors as DVBE's in the DVBE/SDVOB Bidder Declaration at **time of bid** and within twenty-four (24) hours after the opening Bid Proposals on the Subcontractor List under Public Contract Code section 4104(a)(3)(A). Failure of a Bidder to meet the 3% DVBE participation percentage requirement pursuant to Resolution In Support of Service Disabled Veterans Owned Businesses (SDVOB) and Disabled Veteran Business Enterprises (DVBE) approved on May 10, 2011 by Board of Education shall result in rejection of the Bidder's Bid Proposal for non-responsiveness. DVBE's need to have a current and valid certification from the State of California Department of General Services. SDVOB's need to have a current and valid verification letter from the Department of Veteran's Affairs Center for Veterans Enterprise; self-representation will not be accepted. DVBE and SDVOB eligibility is a one year period and must be renewed annually; eligibility must be current at time of bid and contract award. Failure of a Bidder to submit the designation/identification of subcontractors pursuant to the preceding may result in rejection of the Bidder's Bid Proposal for non-responsiveness. For purposes of the preceding, the following definitions shall apply:

Small Business: A business concern, independently owned and operated, not dominant in the field of operation and who's size determinations and annual receipts are in accordance with the U.S. Department of Commerce "*Standard Industrial Classification Manual*". Size determination is set by either (1) annual receipts or (2) number of employees. In size determinations where the standard is "annual receipts", size eligibility requires that the concern may not exceed the "annual receipts" in that standard. In size determinations where the standard is "number of employees", size eligibility requires that the concern may not exceed the number of employees in that standard. "Number of employees" means the average employment of the concern for the preceding completed 12 calendar month period. A concern is "not dominate in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. The designation of small business shall include:

"DVBE" Disabled Veteran Business Enterprise. A business concern that is certified by the State of California Department of General Services Office of Small and Minority Business, 51% owned and operated by a disabled veteran.

"SBE" Small Business Enterprise. A small business concern independently owned and operated by a non-minority, qualifying in one of the above categories.

Percentage of Contract value. The Bidder shall stipulate what percentage of work a small business; a DVBE or a SBE will perform in relation to the total bid value.

NONCOLLUSION DECLARATION

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 this ____ day of _____, 20__ at

(City, County and State)

By: _____ (Signature of Company Officer) _____ (Date)

_____ (Typed or Printed Name) _____ (Title)

_____ (Address) _____ (Phone/Fax with area code)

_____ (City/State/Zip) _____ (Email Address)

SAN DIEGO UNIFIED SCHOOL DISTRICT
BID SECURITY BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____ as Principal, and

_____ as a Surety, are held and firmly bound unto SAN DIEGO UNIFIED SCHOOL DISTRICT hereinafter called the Owner, in the penal sum equal to: TEN PERCENT (10%) of the total amount of the Principal's Bid Proposal submitted to the Owner 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, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid Proposal dated _____, 20____, for the Work described as: _____
PROJECT NAME

NOW, THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, within ninety days after said opening, and shall within the period specified therefore, or, if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner, in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid Proposal and the amount for which the Owner may procure the required work and/or supplies if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the Call for Bids, or to the work, or to the specifications.

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

IN WITNESS WHEREOF the above-named parties have executed this instrument under their several seals this ____ day of _____, 20____.

(Principal Name)

By: _____

(Typed or Printed Name)

Title: _____

(Surety Name)

By: _____

(Signature of Attorney-in-Fact for Surety)

(Typed or Printed Name)

(Attach Attorney-in-Fact Certificate)

(____) _____ Phn (____) _____ Fax

(Area Code Telephone and Fax Number of Surety)

**PROJECT STABILIZATION AGREEMENT
PRIME CONTRACTOR LETTER OF ASSENT**

TO: **SAN DIEGO UNIFIED SCHOOL DISTRICT**, a California Public School District, acting by and through its Board of Education ("the District").

FROM:

(Name of Contractor)

(Address)

(City, State, Zip Code)

(Telephone/Fax)

(Email Address)

(Name(s) of Contractor's Authorized Executive(s))

This is to confirm that my Company agrees to be party to and bound by the San Diego Unified School District Project Stabilization Agreement – School Construction Major Rehabilitation Funded by Propositions S and Z, effective July 28, 2009 and as subsequently amended, as such Agreement may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the Project pursuant to CZ-15-0814-57 FURNISH AND INSTALL INTERIM HOUSING AT SAN DIEGO HIGH SCHOOL, and this Company shall require all of its subcontractors and others covered by the PSA of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to the District's Contract Compliance Office an identical Letter of Assent prior to their commencement of work.

Executed By:

(Signature of Company Officer)

(Date)

(Typed or Printed Name)

(Title)

AGREEMENT

THIS AGREEMENT is entered into by and between the SAN DIEGO UNIFIED SCHOOL DISTRICT, a California Public School District hereinafter "District" and _____, "Contractor".

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1. **The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as

FURNISH AND INSTALL INTERIM HOUSING AT SAN DIEGO HIGH SCHOOL

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architects GKK WORKS and other Contract Documents enumerated in Article 6 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

2. **Contract Term.** The Work shall be commenced on the date stated in the District's Notice to Proceed; the Contractor shall achieve Substantial Completion of the Work within the Contract Time set forth in the Contract Documents.
3. **Compensation.** Contractor shall be compensated for the performance of its obligations under this Agreement as specified in the executed Bid Proposal, for the following items:

Base Bid Item 1: _____

Total Contract Price: _____

The District's payment of the Contract Price shall be in accordance with the Contract Documents.

4. **Liquidated Damages.** In the event of the failure or refusal of the Contractor to achieve Substantial Completion of the Work of the Contract Documents within the Contract Time, as adjusted, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.
5. **Termination.** This Agreement may be terminated by the District upon thirty (30) days written notice to Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to the District under this Contract.
6. **The Contract Documents.** The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

- | | |
|---|--|
| Agreement | Performance Bond |
| Instructions to Bidders | Labor and Material Payment Bond |
| Bid Proposal | General Conditions |
| Subcontractors List | Special Conditions |
| Certification of Workers Compensation | Specifications |
| Prime Contractor's Project Stabilization Agreement Letter of Assent | |
| Non-Collusion Declaration | Contractor Certification Regarding Drug- |
| Free Workplace Certificate | Background Checks |

ADDENDUM NO. 1

Bid Bond
Guarantee
Bid Addenda Nos. _____.

Drawings
DVBE/SDVOB Bidder Declaration

7. **Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

CONTRACTOR

SAN DIEGO UNIFIED SCHOOL DISTRICT

By: DO NOT SIGN
(Signature of Company Officer)

By: _____
Arthur S. Hanby, Jr., CPPO, C.P.M., CPPB, A.P.P

Title: _____

Title: Strategic Sourcing and Contracts Officer

Date: _____

Date: _____

Contractor Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____ FAX: _____ Email: _____

APPROVED AS TO FORM AND LEGALITY

Approved in a public meeting of the Board of Education of the San Diego Unified School District on _____

Sandra T.M. Chong, Asst. General Counsel
San Diego Unified School District

Cheryl Ward, Board Action Officer
San Diego Unified School District Board of Education

Bond No.:

**SAN DIEGO UNIFIED SCHOOL DISTRICT
STRATEGIC SOURCING AND CONTRACTS DEPARTMENT
2351 CARDINAL LANE, BLDG. M
SAN DIEGO, CA 92123**

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____ as Principal, and as Surety, are held and firmly bound unto **SAN DIEGO UNIFIED SCHOOL DISTRICT** hereinafter "the Obligee", in the penal sum of _____ Dollars (\$ _____) 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.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees passed on _____, 20____, has awarded to the Principal a Contract for the Work described as: _____

WHEREAS, the Principal, on or about _____, 20____, entered into a Contract with the Obligee for performance of the Work, the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference which contract is by this reference made a part hereof.

WHEREAS, by the terms of the Contract Documents, 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.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make 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 term "Claimant" shall refer to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code §3181, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented. 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.

In the event suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorneys fees pursuant to California Civil Code §3250.

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;

Project Name:
ADDENDUM NO. 1

NO. CZ-15-0814-57
REVISED 2/12/15

Bond No.:

the Surety hereby waives notice from the Obligee 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, the Principal and Surety have executed this instrument this _____ day of _____, 20__ by their duly authorized agent or representative.

(Principal Name)

By: _____

(Typed or Printed Name)

Title: _____

(Surety Name)

By: _____

(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

(Typed or Printed Name)

() _____ Phn () _____ Fax

(Area Code Telephone and Fax Number of Surety)

E-Mail

Address for Notices

Bond No.:

**SAN DIEGO UNIFIED SCHOOL DISTRICT
STRATEGIC SOURCING AND CONTRACTS DEPARTMENT
2351 CARDINAL LANE, BLDG. M
SAN DIEGO, CA 92123**

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the San Diego Unified School District ("the District") has awarded to

_____ as Principal, a contract dated the _____ day of _____, 20____, (the "Contract"), which Contract is by this reference made a part hereof, for the work described as follows:

WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;

NOW, THEREFORE, we, the undersigned Principal and _____

_____ as Surety are held and firmly bound unto the District in the sum of _____ dollars (\$ _____), to be paid to the District or its successors and assigns; for which payment, 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 if Principal, or its heirs, executors, administrators, successors, or assigns approved by the District, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by the District, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless the District as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required there under, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

Whenever Principal shall be and declared by the District to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly:

1. Undertake through its agents or independent contractors, reasonably acceptable to the District, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages, or, at Surety's election, or, if required by the District, to pay the penal sum.

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by the District to the Principal under the Contract and any amendments thereto, less the amount paid by the District to Principal.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the District' rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the District or its successors or assigns.

Surety may join in any arbitration proceedings brought under the Contract and shall be bound by any arbitration award.

In the event suit is brought upon this bond by the District, Surety shall pay reasonable attorney's fees and costs incurred by the District in such suit.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this ___ day of _____, 20__.

Principal: _____
(Name of Firm)

Surety: _____
(Name of Firm)

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

Address for Notices:

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, _____ the _____ of
(Name) (Title)
_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code §3700(a) and (b) provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

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

By: _____
(Signature) (Date)

(Typed or Printed Name) (Title)

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of
(Print Name) (Title)

_____. I declare, state and certify to all of the following:
(Contractor Name)

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions, which will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) Contractor's policy of maintaining a drug-free workplace;
 - (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations;
 - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
3. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
4. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
5. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

Executed at San Diego, California

By: _____ (Signature) _____ (Date)

_____ (Typed or Printed Name) _____ (Title)

GUARANTEE

DISTRICT: SAN DIEGO UNIFIED SCHOOL DISTRICT

PROJECT: FURNISH AND INSTALL INTERIM HOUSING AT SAN DIEGO HIGH SCHOOL

CONTRACTOR NAME: _____

The Contractor hereby warrants and guarantees to the District that all work, materials, equipment and workmanship provided, furnished or installed by or on behalf of Contractor in connection with the above-referenced Project (the "Work") have been provided, furnished and installed in strict conformity with the Contract Documents for the Work, including without limitation, the Drawings and the Specifications. Contractor further warrants and guarantees that all work, materials, equipment and workmanship as provided, furnished and/or installed are fit for use as specified and fulfill all applicable requirements of the Contract Documents including without limitation, the Drawings and the Specifications. Contractor shall, at its sole cost and expense, repair, correct and/or replace any or all of the work, materials, equipment and/or workmanship of the Work, together with any other items which may be affected by any such repairs, corrections or replacement, that may be unfit for use as specified or defective within a period of two (2) years from the date of the District's Final Acceptance of the Work, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the Contractor's failure and/or refusal to comply with the provisions of this Guarantee, within the period of time set forth in the Contract Documents after the District's issuance of the Notice to the Contractor of any defect(s) in the Work, materials, equipment or workmanship, Contractor authorizes the District, without further notice to Contractor, to repair, correct and/or replace any such defective item at the expense of the Contractor. The Contractor shall reimburse the District for all costs, expenses or fees incurred by the District in providing or performing such repairs, corrections or replacements within ten (10) days of the District's presentation of a demand to the Contractor for the same.

The provisions of this Guarantee and the provisions of the Contract Documents for the Work relating to the Contractor's Guarantee(s) and warranty(ies) relating to the Work shall be binding upon the Contractor's Performance Bond Surety and all successors or assigns of Contractor and/or Contractor's Performance Bond Surety.

The provisions of this Guarantee are in addition to, and not in lieu of, any provisions of the Contract Documents for the Work relating to the Contractor's guarantee(s) and warranty(ies) or any guarantee(s) or warranty(ies) provided by any material supplier or manufacturer of any equipment, materials or other items forming a part of, or incorporated into the Work, or any other guarantee or warranty obligation of the Contractor, prescribed, implied or imposed by law.

The undersigned individual executing this Guarantee on behalf of Contractor warrants and represents that he/she is duly authorized to execute this Guarantee on behalf of Contractor and to bind Contractor to each and every provision hereof.

By: _____ (Signature) _____ (Date)

_____ (Typed or Printed Name) _____ (Title)

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

_____ certifies that it has performed one of the following:
Name of Contractor/Consultant

- Pursuant to Education Code Section 45123.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the San Diego Unified School District, pursuant to the contract dated _____, and that none have been convicted of serious or violent felonies, as specified in Penal Code 1192.7(c) and 667.5(c), respectively.

OR

- Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
 - 1) The installation of a physical barrier at the worksite to prevent contact with pupils (i.e. 8 foot chain link fencing).
 - 2) Continual supervision and monitoring of all employees of the entity by an employee of the entity, such as foremen, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

OR

- 3) Will execute the required Department of Justice application and send either all employees or supervising and monitoring employees for fingerprinting with an authorized processing center. ***Prior to performing work on site Contractor must provide certification that the required employees have been fingerprinted.***

AND

As further required by Education Code Section 45125.1, attached hereto as "Attachment A" is a list of the names of the employees of the undersigned who will be working on the project and who, to the best knowledge of the undersigned, are not convicted felons or awaiting trial for a felony charge.

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

Date: _____, 20__

Signature

Title



DISABLED VETERAN BUSINESS ENTERPRISE ("DVBE")

PARTICIPATION PROGRAM OVERVIEW AND RESOURCES

1. **DVBE Participation Program Policy.** The District is committed to achieving the administratively established Participation Requirement for Disabled Business Enterprises ("DVBE's") in accordance with Resolution In Support of Service Disabled Veterans Owned Businesses (SDVOB) and Disabled Veteran Business Enterprises (DVBE) approved on May 10, 2011 by the Board of Education Resolution. Through the DVBE participation program, the District encourages contractors to ensure maximum opportunities for the participation of DVBE's in the Work of the Contract. The District's commitment to the achievement of DVBE Participation Requirement for the Work of the Contract shall not, however, result in the District's discrimination in the award of the Contract on the basis of ethnic group identification, ancestry, religion, age, sex, race, color, or physical or mental disability.

Your participation is mandatory for all construction jobs with San Diego Unified School District.

Information regarding the DVBE Participation program, including listings of DVBE certified businesses, is available on the internet at the State of California web site at: <http://www.pd.dgs.ca.gov/smbus/default.htm>.

2. **Definitions.**

- 2.1 **Broker:** A certified DVBE/SDVOB contractor that does not have title, possession, control, and risk of loss of materials, supplies, services or equipment provided, unless one or more of the disabled veteran owners has at least 51-percent (51%) ownership of the quantity and value of the materials, supplies and equipment provided [Military and Veterans Code (MVC) Section 999.2(b)].
- 2.2 **Commercially Useful Function (CUF):** A "commercially useful function" (CUF) provides services or goods that contribute to the fulfillment of the contract requirements. It is not a CUF if the DVBE/SDVOB's role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of DVBE/SDVOB participation. A CUF is a person or entity doing all of the following:
 - a. is responsible for the execution of a distinct element of the work of the contract;
 - b. carries out the obligation by actually performing, managing or supervising the work involved;
 - c. performs work that is normal for its business services and functions; and
 - d. is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry standards.
- 2.3 **Disabled Veteran.** A "Disabled Veteran" means a veteran of the military, naval, or air service of the United States with at least ten percent (10%) service-connected disability who is a resident of the State of California.
- 2.4 **Disabled Veteran Business Enterprise.** A "Disabled Veteran Business Enterprise" ("DVBE") means a business enterprise certified by the Office of Small Business



Certification & Resources, State of California, Department of General Services, pursuant to Military and Veterans Code §999, or an enterprise certifying that it is a DVBE by meeting all of the following requirements: (a) it is a sole proprietorship at least fifty-one percent (51%) owned by one or more Disabled Veterans, or in the case of a publicly owned business, at least fifty-one percent (51%) of its stock is owned by one or more Disabled Veterans; or a subsidiary wholly owned by a parent corporation, but only if at least fifty-one percent (51%) of the voting stock of the parent corporation is owned by one or more Disabled Veterans; or a joint venture in which at least fifty-one percent (51%) of the joint venture's management and control and earnings are held by one or more Disabled Veteran; (b) the management and control of the daily business operations are by one or more Disabled Veterans; provided that the Disabled Veteran(s) exercising management and control of the business enterprise are not required to be the same Disabled Veteran(s) who is/are the equity Owner(s) of the business enterprise; and (c) it is a sole proprietorship, corporation, or partnership with its home office located in the United States and which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign-based business. The terms "foreign corporation" "foreign firm" and "foreign-based business" shall be deemed to mean a business entity that is incorporated or which has its principal headquarters located outside the United States of America.

- 2.5 **Front.** A subcontractor providing artificial or incidental participation to meet the objective of a contract (e.g., DVBE/SDVOB participation requirement), or a provider who does not own the equipment they are providing, but going to an outside source.
- 2.6 **Pass-through.** A supplier providing access to materials and supplies for which they are not specifically certified/verified. Also see "Front" above.

3. Participation Requirement.

- 3.1 **Participation Requirement Defined.** The term "Participation Requirement" is a numerically expressed condition of DVBE participation in performing the Work of the Contract
- 3.2 **DVBE Participation.** The Bid Proposal of a bidder shall be deemed responsive only if the bidder achieves or exceeds the DVBE Participation Requirement of Three Percent (3%) of total amount of bidder's Bid Proposal. The bidder's achievement of the Participation Requirement will not by itself render the Bid Proposal of such bidder to be responsive; in accordance with the Information for Bidders, the entirety of the Bid Proposal must be responsive.

DVBE's need to have a current and valid certification from the State of California Department of General Services for the business type and classification as listed on the bid documents. SDVOB's need to have a current and valid verification letter from the Department of Veteran's Affairs Center for Veterans Enterprise relevant to the bid (e.g., NAICS Code); self-representation will not be accepted. DVBE eligibility is a one year period and must be renewed annually; SDVOB eligibility is a two year period. Eligibility must be current at time of bid and contract award.

- 3.3 **Exclusions.** The District expressly prohibits pass-throughs and fronts.



DVBE RESOURCE INFORMATION

There are several resources available for DVBE information. The California Department of General Services web page <http://www.bidsync.com/DPXBisCASB> contains lists of certified DVBE's as well as trade and focus paper listings to advertise in. From this site go to the "Featured Links" on the left hand side of the screen and select "Small Business and Disable Veteran Business Enterprise Services."

Other resources include:

The Elite SDVOB Network, San Diego Chapter at www.elitesdvobsd.com and <http://www.elitesdvob.org/joomla/>, or contact Mr. Bob Mulz at 619-284-9922; fax number 619-284-4567.

The California DVBE Alliance, San Diego Chapter at <http://cadvbe.org/>, or contact Eric Miller at 213-999-1871 at ericmiller@odicenv.com.

Dynamic Small Business Search at Central Contractor Registration at www.ccr.gov

DBE/DVBE Resource Center at <http://www.dvbe.net/>

The District's Outreach Team can also be reached for assistance:

Karen Linehan, Outreach Program Manager at 858-627-7232 or klinehan@sandi.net; or Alma D. Bañuelos, Business Outreach Coordinator at 858-573-5852 or abanuelos@sandi.net.

Please review the District's Disabled Veteran Business Participation Tip Sheet at <http://www.sandi.net/cms/lib/CA01001235/Centricity/Domain/82/FINAL%20DVBE%20Tip%20Sheet%20web%200212.pdf>.



DVBE PARTICIPATION DOCUMENTATION
BIDDER'S DVBE STATEMENT

1. General Information.

Bidder's Name:
Bidder's Address:
Bidder's Telephone Number:
Bidder's Fax Number:
Project Name:
Total Amount of Bidder's Bid Proposal:
Bidder's Representative:

2. DVBE Participation Achieved.

Table with 2 columns: Minimum Participation Requirement, Participation Achieved. Row 1: DVBE's: 3%, DVBE's: ___%

3. Submittal of Documentation.

Concurrently with the submittal of this Bidder's DVBE Statement, the bidder has also submitted duly completed, and executed if required, the Documentation of Disabled Veteran Business Enterprise Program Requirements (DVBEPR). All of the information provided by the bidder in its responses to (DVBEPR) is true, correct and accurate; there are no omissions in the responses of the bidder to the foregoing Attachments, which render any of the bidder's statements or information provided therein to be false or misleading.

4. Certification of DVBE Status.

The bidder certifies, warrants and represents to the District that the bidder has exercised due diligence in ascertaining the status of each proposed DVBE identified in (DVBEPR) as a DVBE in compliance with the applicable provisions of the District's DVBE Participation Program Policy and applicable law. By executing and submitting this Bidder's DVBE Statement, the bidder represents to the District that each DVBE identified in (DVBEPR) is duly and properly certified as a DVBE in conformity with the District's DVBE Program Policy and applicable law. The bidder acknowledges that in the event that the District shall reasonably determine that any DVBE identified in the bidder's responses to (DVBEPR) is not duly and properly certified in the appropriate category of DVBE, the Bid Proposal of such bidder may be rejected by the District as being non-responsive. For each DVBE identified in (DVBEPR), the bidder has submitted with its Bid Proposal forms of DVBE Certification (DVBEPR) duly completed and executed by each such DVBE.



5. **Authority to Execute.**

The individual executing this Bidder's DVBE Statement on behalf of the bidder warrants and represents to the District that she/he is duly authorized to execute this Bidder's DVBE Statement on behalf of the Bidder.

Executed this _____ day of _____, 20____, at _____.
(City and State)

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

(Sign)

(Name of Individual Executing Statement)

[Printed or Typed]

ADDENDUM NO. 1

Company Name: _____

DVBE/SDVOB BIDDER DECLARATION

1. Prime Bidder Information:

- a. Identify current California certification(s) (MB, SB, SB/NVSA, DVBE) _____ Or None _____
- b. Will DVBE/SDVOB subcontractors or suppliers be used for this contract? Yes _____ No _____
- c. If you answered NO, skip to 4. CERTIFICATION below.

2. Subcontractor/Supplier Information:

- a. If you answered YES to 1.b. above, have you verified whether your DVBE/SDVOB subcontractors/suppliers have current and valid CA DVBE certification or SDVOB Center for Veterans Enterprise (CVE) Verification Letters? Yes _____ No _____
- b. If you answered YES, list your DVBE/SDVOB SUBCONTRACTOR/SUPPLIERS below.
- c. You must list only qualified DVBE's possessing a current and valid certification or SDVOB possessing a current and valid verification letter from the CVE. Any listed subcontractors/suppliers found to not have either a certification or verification letter will render your bid non-responsive. No exceptions.

3. DVBE/SDVOB Subcontractor/Supplier Listing: (COMPLETE ALL SHADED COLUMNS AT TIME OF BID. Attach additional page if necessary) Bidder shall submit within 24 hours of bid opening due date a COMPLETE DVBE/SDVOB BIDDER DECLARATION with ALL columns complete, along with the completed Bidders DVBE Statement.

Subcontractor/Supplier Name, Contact Person, Phone and Fax number	Subcontractor/Supplier Address and E-mail Address	CA DVBE Certification # or SDVOB Verification Letter Date	Work to be performed or supplies provided for this contract	Corresponding % of bid price

4. CERTIFICATION: By signing this Declaration, I certify under penalty of perjury that the information provided is true and correct.

Printed name: _____ Signature: _____ Date: _____

I. INSURANCE

A. Contractor's Insurance

Contractor shall procure and maintain for the duration of the contract and warranty period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

1. Coverage shall be at least as broad as:

- a. Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01) or Insurance Services Office Form (CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor.
- b. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
- c. Workers' Compensation insurance as required by the State of California and Employers' Liability insurance.
- d. Builder's Risk (Course of Construction) insurance (or Installation Floater if project does not involve new or major reconstruction) covering "all risks" of loss (ISO Special Form) through final acceptance of the work.
- e. Surety bonds as described below.
- f. Professional Liability (if Design/Build)
- g. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability (if project involves potential pollution issues)

C. Minimum Limits of Insurance

1. General Liability: (Including operations, products and completed operations)
 - a. **\$2,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the **general aggregate limit shall be twice the required occurrence limit.**
2. Automobile Liability:
 - a. **\$1,000,000** per accident for bodily injury and property damage.
3. Workers Compensation Insurance
 - a. As required by the State of California.
4. Employers Liability Insurance
 - a. **\$1,000,000** each accident, **\$1,000,000** policy limit bodily injury by disease, **\$1,000,000** each employee bodily injury by disease.
5. ~~Builder's Risk:~~
 - a. ~~Completed value of the project with no coinsurance penalty provisions.~~

6. ~~Professional Liability:~~
a. ~~\$1,000,000~~

7. ~~Pollution Legal Liability:~~
a. ~~\$1,000,000~~

D. Deductibles and Self-Insured Retentions

1. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee in the form of a bond satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses. Contractor shall be solely and exclusively responsible for the payment of any deductibles, under the required policies of insurance, without adjustment to the Contract Price on account thereof.

E. Other Insurance Provisions

1. The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
 - a. The District, its officers, officials, employees, and volunteers are to be covered as insureds ("additional insureds") with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
 - b. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Each insurance policy required by this clause shall be indorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice has been provided to the District.

F. Builder's Risk (Course of Construction) Insurance

1. Contractor may submit evidence of Builder's Risk insurance in the form of "Course of Construction" coverage. In either case, the District shall be listed as an insured under the policy.
2. If the scope of work does not involve new, or major reconstruction, (as defined by the District), at the option of the District, an "Installation Floater" will be acceptable to meet this requirement. For such projects, a property installation

floaters shall be obtained that provide for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing at the District's site.

3. Builder's Risk insurance shall be maintained on all insurable Work included under the Contract Documents and Work in Progress, and shall include false-work (which includes but is not limited to temporary structures such as scaffolding, bridge centering, metal work, in which a temporary construction work of which a main work is wholly or partly built until the main work is self-supporting) temporary buildings, transit, debris removal, including demolition, increased cost of construction, architect fees and expenses and flood, including water damage, windstorm, earthquake (if required) and, if applicable, all below and above ground structures, piping, foundations, including underground water and sewer mains, piling, including the ground on which the structure rests, and excavation, backfilling, filling and grading. Insured property shall include portions of the Work located away from the site but intended for use at the site and shall also cover portions of the Work in transit.
4. Such insurance shall include the interests of the District, any other person with an insurable interest designated by the District, the Contractor and sub-contractors as insureds on the policy.
5. The Builder's Risk insurance shall include a Beneficial Occupancy Clause. The policy shall specifically permit occupancy of the building during construction. The Contractor shall take reasonable steps to obtain consent of its insurance company and delete any provisions with regard to restrictions within any occupancy clauses within the Builders Risk policy.
6. The deductible shall not exceed \$25,000 (except for flood, windstorm, and earthquake (if required), which may have a higher deductible subject to District approval but in no event more than \$100,000) and shall be the responsibility of the Contractor.
7. The Contractor shall submit to the District for its approval all items deemed to be uninsurable. The risk of damage to the Work due to the perils covered by the Builder's Risk "All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the Surety, and no Claims for such loss or damage shall be recognized by the District, nor shall such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

G. Claims Made/Pollution Legal Liability

1. If General Liability, Contractor's Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form.

- a. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- c. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase extended reporting period coverage for a minimum for five (5) years after completion of contract work.
- d. A copy of the claims reporting requirements must be submitted to the District for review.
- e. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

H. Acceptability of Insurers

1. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

I. Verification of Coverage

1. Contractor shall furnish the District with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by the Insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The Contractor's insurer shall provide complete copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

J. Waiver of Subrogation

1. Contractor hereby agrees to waive subrogation rights which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Contractor, its employees, agents and subcontractors.

K. Subcontractors

1. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

L. Maintenance of Insurance

1. Any insurance, including Claims made policies bearing on the adequacy of performance of Work, shall be maintained after the District's Final Acceptance of all the Work, or from the date of Substantial Completion as provided in Article 15.2.2 of the General Conditions, for the full two years correction of Work period and any longer specific guarantee or warranty periods set forth in the Contract Documents. Should such insurance be canceled before the end of such periods and the Contractor fails to immediately procure replacement insurance as specified, the District reserves the right to procure such insurance and to change the cost thereof to the Contractor. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's defense and indemnity obligations or responsibility for payment of damages from its operations or performance of the Work under the Contract Documents, including without limitation the Contractor's obligation to pay liquidated damages. In no instance shall the District's exercise of its option to occupy and use completed portions of the Work relieve the Contractor of its obligation to maintain insurance required under this Article until the date of Final Acceptance of the Work by the District, or such time thereafter as required by the Contract Documents. The insurer providing any insurance coverage required hereunder shall be to the reasonable satisfaction of the District.

M. Surety Bonds

1. All surety bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.
 - a. A Bid Bond, certified or cashier's check for ten percent (10%) of the Bidder's offer, to be included with submitted bid documents at time of bid.
 - b. A Performance Bond for one hundred percent (100%) of the Contract Price. Said Performance Bond shall be on the form provided in the bid documents herein.
 - c. A Labor and Material Payment Bond for one hundred percent (100%) of the Contract Price. Said Payment Bond shall be on the form provided in the bid documents herein.
2. The failure or refusal of the Contractor to furnish either the Performance or the Labor and Material Payment Bond in strict conformity with this Article may be deemed by the District as a default by the Contractor of a material obligation hereunder. Upon request of the Contractor, the District may consider and accept, but is not obligated to do so, multiple sureties on such bonds.

2. INDEMNITY

- A. Unless arising solely out of the active negligence, gross negligence or willful misconduct of the Indemnified Parties, the Contractor shall indemnify, defend and hold harmless (i)

the District, its Board of Education members, officers, employees, agents and representatives (including the District's Project Inspector, Construction Manager and Project Manager); and (ii) the Architect and its consultants for the Work and their respective agents and employees, (hereinafter collectively referred to as the "Indemnified Parties") from and against any and all damages, losses, claims, demands or liabilities of any kind or nature whatsoever, which arise from, or are alleged to arise from, or are in any way connected to, in whole or in part, the Work, the Contract Documents or the acts, omissions or other conduct of the Contractor or any Subcontractor or any person or entity engaged by them in connection with the Work. The Contractor's obligations under the foregoing include without limitation: (i) injuries to or death of persons; (ii) damage to property; or (iii) theft or loss of property; (iv) stop notice Claims asserted by any person or entity in connection with the Work; and (v) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of the Contractor, any Subcontractor, of any tier, or any other person or entity employed directly or indirectly by Contractor in connection with the Work and their respective agents, officers or employees. and (vi) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of the Contractor, any Subcontractor, of any tier, or any other person or entity employed directly or indirectly by Contractor in connection with the Work and their respective agents, officers or employees. Contractor's obligations hereunder shall include the obligation to defend, indemnify and hold harmless the Indemnified Parties from and against any and all claims asserted, or liability established, for damages or injuries to any person or property which may arise from, or are connected with, or are caused, or claimed to be caused, by the contractor's failure to comply with all of the requirements contained in Education Code, section 45125.1, including, but not limited to, the requirement prohibiting the contractor from using employees who may have contact with pupils who have been convicted of, or have charges pending for, a felony as defined in Education Code 45125.1.

- B. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability covered by this, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Contractor shall, at its sole cost and expense, defend the Indemnified Parties in such action or proceeding with counsel reasonably satisfactory to the Indemnified Parties named in such action or proceeding.
- C. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, Contractor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief; Contractor shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Contractor's obligations hereunder are binding upon Contractor's Performance Bond Surety and these obligations shall survive notwithstanding Contractor's completion of the Work or the termination of the Contract.

3. DISTRICT REPRESENTATIVE

The District Representative's for all work shall be:

John Wilson
Construction Manager
4860 Ruffner Street

San Diego, CA 92111-1522
(858) 405-6839

4. HAZARDOUS MATERIALS TRAINING

Prior to commencing work, the Contractor shall provide training for all applicable Contractor employees regarding all Hazardous Substances with which the Contractor's employees may encounter during the course of the contract. The District's Safety Coordinator shall provide the substance inventory, if any, to the Contractor, for the work area involved, prior to the Contractor's employees beginning work on District premises. Contractor shall provide the District's Representative with appropriate documentation evidencing that Contractor's employees have received the appropriate hazardous materials training and information.

5. EMPLOYEE FINGERPRINT VERIFICATION; BARRIERS; EMPLOYEE SURVEILLANCE

A. At all times when a Site is used or occupied for academic purposes or for other school related functions, no employee or independent contractor to the Contractor or any Subcontractor shall be permitted access to the Site or to perform any Work at the Site unless: (a) such person has submitted her/his fingerprints to the California Department of Justice ("DOJ") pursuant to Education Code §45125.1; (b) the DOJ has ascertained, based upon the submitted fingerprints, that the individual has not been convicted of a felony defined in Education Code §45122.1 and has no criminal felony proceedings (as defined in Education Code §45122.1) pending against her/him; (c) the Contractor or Subcontractor engaging the individual for the Work has received written or electronic verification from the DOJ of the absence of felony convictions and pending felony criminal proceedings; and (d) the Contractor or Subcontractor engaging such individual as an employee or independent contractor has submitted a Fingerprint Certification to the District specifically identifying such individual as having been verified by the DOJ as not having been convicted of a felony and not having pending criminal felony proceeding pending against her/him. The provisions of Education Code §45125.2(a) notwithstanding, erection and maintenance of physical barriers and/or continuous supervision and monitoring are insufficient measures to comply with the requirements of this paragraph when a Site is being used or occupied for academic purposes or other school related functions. At all other times during the Work, as appropriate, or as directed by the District, to limit contact between workers performing the Work and students and for the safety of students, the Contractor shall: (i) erect a physical barrier around the Work to limit contact between students and the individuals performing Work; or (ii) designate an employee of the Contractor and require each Subcontractor to designate an employee who shall be responsible for the continuous monitoring and supervision of the other employees of the Contractor and Subcontractors, provided that the employees designated for such monitoring and supervision has submitted her/his fingerprints to the Department of Justice under Education Code §45125.1 for verification that she/he has not been convicted of a felony and does not have any criminal proceeding pending against her/him and the Contractor/Subcontractor employee has submitted a Fingerprint Certification attesting to such Department of Justice fingerprint verification and the absence of criminal convictions or pending criminal proceedings. The responsibility for complying with the requirements of Education Code §45125.2 rests solely with the Contractor; the District will not designate any District personnel for surveillance of the Contractor's employees under Education Code §45125.2(a)(3).

- B. In accordance with General Conditions section 8.2 PROGRESS PAYMENTS, Contractor must submit an updated list (see Exhibit C of the General Conditions) of all Contractor's and his Subcontractor's employees with their DOJ fingerprinting status with their monthly payment application. Failure to include the list with their monthly payment application will be reason to reject the application and delay of payment until the payment application has been submitted as required and accepted by the District.
- C. At time of bid, if Contractor checks box 3) on the "Contractor Certification Regarding Background Checks" form stating he will execute the required Department of Justice application and send the required employees to be fingerprinted, Contractor must provide certification with his first payment application that the required employees were indeed fingerprinted. Failure to provide certification will result in delay of payment until such certification is provided the project's Construction Manager.

6. PROJECT STARTING AND COMPLETION DATES – CONTRACT TIME

Construction for San Diego High School shall start per Notice to Proceed (NTP), which is incorporated by reference into the contract, shall progress continuously, and be substantially completed no later than ~~July 31, 2015~~ **August 14, 2015**.

7. STANDARD AND MODIFIED WORK WEEK

A standard work week is defined as Monday through Friday. A standard work day is defined as eight (8) hours worked between the hours of 7:00 a.m. and 7:00 p.m. during a standard work week, as defined in California Labor Code sections 1810 through 1815.

In order to minimize disruption to the teaching environment, the Contractor may be required, at the District's discretion, to have his employees work a modified work week. A modified work week is defined as any forty (40) hour week *other than a standard work week*.

If the Contractor is required to work a modified work week, the work will be performed at *straight time*. No overtime compensation will be authorized, or paid, by the District for a modified work week schedule. See section 17.5.2 of the General Conditions.

8. LOCATOR SERVICES

The Contractor is responsible for locating all existing utility lines on the work site prior to beginning work, and shall not rely on District provided drawings for their location. In addition, the Contractor is responsible for the procurement and payment of any and all locator services necessary to locate existing utility lines.

9. INVOICING AND PAYMENTS

Original invoices shall be submitted to:

San Diego Unified School District
Physical Plant Operations Center
Attn: Linda Weekly
4860 Ruffner Street
San Diego, CA 92111-1522

Each invoice/progress payment request must reference the assigned bid/contract number, school name, project description, and name of District representative.

In the event that adjustments are made to the progress payment request, due to stop notices, Labor Compliance issues or backcharges, the Contractor must re-invoice for the amounts deducted.

Contractor must invoice for his retention at the end of the project in order for the release of retention funds to occur.

10. POST AWARD CONTRACT ADMINISTRATION

All post award correspondence, including requests for subcontractor substitutions, preliminary notices and insurance renewals and updates shall be sent to:

San Diego Unified School District
Contracts Compliance Office
Attn: Barbara Archer, Contract Specialist
4860 Ruffner Street
San Diego, CA 92111
PH: 858-637-6229
FAX: 858-496-1953

11. LIQUIDATED DAMAGES

Pursuant to Article 6.7 of the General Conditions, the amount of liquidated damages to be paid by the Contractor to the District for failure to complete the work specified will be according to the following scale for each calendar day by which completion is delayed beyond the Completion Date:

<u>Total Contract Amount</u>	<u>Liquidated Damages Per Day of Noncompletion</u>
\$10,000 to \$199,999	\$500
\$200,000 to 499,999	\$625
\$500,000 to 1,499,999	\$750
\$1,500,000 to 2,999,999	\$1,250
\$3,000,000 to 4,999,999	\$1,500
\$5,000,000 to 7,000,000	\$2,500
Over \$7,000,000	For each \$1,000,000 over add \$250

Any money due or to become due the Contractor may be retained to cover said liquidated damages. Should such money not be sufficient to cover said liquidated damages, the District shall have the right to recover the balance from the Contractor or his sureties, who will pay said balance forthwith for each calendar day of delay until the work is completed and accepted, and the Contractor and his surety shall be liable for the amount thereof. Contractor shall not be charged liquidated damages because of any delays in completion of work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to: acts of God, or of public enemy, acts of Government, acts of Owner or anyone employed by him or acts of another contractor in performance of a contract with District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes. The Contractor shall within 10 days from

the beginning of any such delay (unless the District shall grant a further period of time prior to the date of final settlement of the contract) notify the District in writing of the causes of delay; thereupon the District shall ascertain the facts and the extent of the delay and extend the time for completing the work when in its judgment the findings of fact justify such an extension, and its findings of fact thereon shall be final and conclusive on the parties hereto. The additional time granted by the District for completing of the work shall specify the portion of the total thereof, which shall be applied to each segment of the construction schedule yet to be performed according to the terms and conditions of this contract, if any.

12. LIQUIDATED DAMAGES FOR DELAYED SUBMITTALS

The per diem assessment of Liquidated Damages for Contractor's delayed submission of Submittals pursuant to Article 8.1 of the General Conditions is **\$200** per day.

13. ENVIRONMENTAL SAFETY AND HEALTH REQUIREMENTS

Very specific requirements related to environmental, safety and health are outlined in General Conditions Article 12. These requirements include mandatory written programs and daily safety meetings, performance and job hazard analysis, minimum training requirements and minimum personal protection equipment required on the job. All bidders are advised to read Article 12 as compliance is mandatory

14. NOTICES PURSUANT TO ARTICLE 18.9

Notices pursuant to Article 18.9 of the General Conditions should be addressed to:

Director of Construction
San Diego Unified School District
4860 Ruffner Street
San Diego, CA 92111

15. RISK OF LOSS ON CONTRACTOR

The Contractor shall assume the risk of any and all types of loss and damage to the work or any part thereof, to adjoining property, or to materials or things employed in doing the work, or stored on site, until the District has accepted completion of the project. The District, however, will not assume the risk of any loss or damage to materials and things employed by the Contractor in doing the work. The Contractor with due diligence and dispatch, shall replace or repair, at his own expense the work lost or damaged.

16. CONTRACT DOCUMENTS

Pursuant to Article 2.1.5 in the General Conditions, the District shall furnish the Contractor, free of charge, 10 copies of the Drawings and Contract Documents upon award of the contract.

17. ADJUSTMENT TO CONTRACT PRICE

Pursuant to Article 10.4.3 of the General Conditions, the percentage limits allowed for cost mark-ups on overhead, general conditions costs, and profits associated with the change are listed on "Exhibit A" of the General Conditions which is an example of the form to be used for payment for any extra, additional, or deleted work.

18. CONTRACTOR SITE CHECK-IN

Contractor's superintendent or foreman is required to check-in at the main office every day that a work crew is on site and classes are in session. A special sign-in sheet will be provided for this purpose.

19. EMPLOYEE IDENTIFICATION BADGES

All Contractor's and their subcontractor's employees who will be working on-site must wear an identification badge at all times. The badge must have a photo of the employee, their name, and the name of the company they work for on the front face, clearly and legibly displayed.

20. KEYS ISSUED FOR CONSTRUCTION

The Contractor may be issued school site master keys, including gate keys, only upon written authorization from the District. Specific terms of site access shall be requested in writing. The request shall be evaluated as to the need for access and the methods available to provide access without issuing keys. Keys shall be authorized only when no other reasonable means of access is available. The Contractor shall be required to sign the District's Master Key Responsibility Agreement form. This form authorizes the District to deduct funds, up to \$50,000, from available contract amounts, if keys are lost or misused. The cost of restoring security to the area(s) compromised by the theft, loss or misuse of keys may require re-keying for one or more buildings and costs could be extensive. The holder of the keys to any school site assumes responsibility for the safekeeping of the keys and their use. Keys must not be modified, duplicated, loaned or made available to others. All lost or stolen keys must be reported immediately through the appropriate District representative. All keys must be returned to the District Authorized Lock Shop Representative on or before the end of the defined 30-day punch list period following the achievement of Substantial Completion. Written confirmation from the District Authorized lock Shop Representative is required before Final payment is made by the District. The return of District issued keys are part of the Final Payment Article 7.4.2.(x) General Conditions of the Contract obligations. The Contractor may be requested to post a bond or deposit as collateral until the keys are returned. Any Contract Time delay or additional Contract Price expense caused by or due to the theft, loss or misuse of District issued keys shall be to the account of the Contractor.

21. PROJECT STABILIZATION AGREEMENT (PSA)

On July 28, 2009, and as subsequently amended, the San Diego Unified School District's Board of Education approved a Project Stabilization Agreement (PSA), under which the work of this contract falls. The PSA includes, among other provisions: prohibitions on work stoppages or disruptive activity, a dispute resolution procedure, and goals for local hiring. The successful bidder, subcontractors and all others covered by the PSA, regardless of tier, are required to follow the terms and conditions of the PSA. Failure to follow the terms of the PSA shall be considered a breach of contract.

A copy of the Project Stabilization Agreement may be viewed and downloaded at www.sandi.net.

A. Prime Contractor Assent

A representative of the prime contractor with the authority to bind the prime contractor is required to sign the included Letter of Assent which evidences the prime contractor's agreement to be bound by the terms and conditions of the Project Stabilization Agreement for the duration of the work contained in this contract, and submit it to the District at time of bid opening. Should the prime contractor fail to include the signed Letter of Assent with his bid, his bid shall be rejected as non-responsive to the terms and conditions of the bid.

B. Subcontractor Assent and Initiation of Work

No covered subcontractor will be authorized to access the job site for the work contained in this contract until a representative with authority to bind the subcontractor has signed a Letter of Assent which evidences the subcontractor's agreement to be bound by the terms and conditions of the Project Stabilization Agreement (PSA) for the duration of the work contained in this contract. A copy of the PSA may be found at www.sandi.net. A Letter of Assent ready for signature by a subcontractor shall be delivered to the successful bidder under separate cover letter. Copies of the subcontractors Letter of Assent are also available at www.sandi.net and must be delivered to the District's Contract Compliance Office.

A Subcontractor shall submit its signed Letter of Assent at the earliest of the following: 1) at the statutorily required Labor Compliance meeting described in Section 17.2 of the General Conditions, 2) within 48 hours after the award of the work contained in this contract to the successful bidder, or 3) no later than 48 hours prior to the time the subcontractor desires to gain site access and commence work at the site. This access to the site includes initial mobilization of equipment and materials.

C. Jurisdiction Coordination Meeting

A Jurisdiction Coordination meeting shall be scheduled by the District to permit the awarded contractor, listed subcontractors, and applicable unions to determine all workforce coordination and jurisdictional issues prior to the start of work contained in this contract. The awarded contractor may cancel this meeting by providing written consent to cancellation by the San Diego Building and Construction Trades Council and the Southwestern Regional Council of Carpenters.

D. PSA Contractor Administration Costs

All costs associated with the administration of PSA requirements are included in the Contract Cost and are included in "Exhibit A" limits allowed for cost markups on Change Orders.