

Business Services Contracts Office 5735 47th Avenue Sacramento, CA 95824 (916) 643-2464

Gerardo Castillo, Chief Business Officer Kimberly Teague, Contract Specialist

BID INSTRUCTIONS / BID FORMS

for

AC PAVING REPLACEMENT

at

WOODBINE ELEMENTARY SCHOOL

Bid No. 0390-411-0216

Bids Due: April 12, 2016

DOCUMENT 00 01 15

LIST OF DRAWINGS AND TABLES

DRAWINGS

<u>Sheet number</u>	<u>Description</u>
G0.1	Title Sheet/General Information
A0.1	Overall Site Plan & Fire Access
C0.1	Topographic Survey
C1.1	Demolition Plan
C2.1	Grading Plan
C3.1	Paving Plan
L1.1	Landscape Plan

DOCUMENT 00 11 16

NOTICE TO BIDDERS

District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.

- 10. A mandatory pre-bid conference and site visit will be held on April 6, 2016, at 11:00 a.m. at 2500 52nd Avenue, Sacramento, California. All participants are required to meet in front of the school, near the flagpole. Bidders are required to arrive for the pre-bid conference on time and to sign an attendance list.
- 11. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the contract for the Work.
- 12. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
- 13. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the

District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result

District, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of

wage rates are also available on the internet at http://www.dir.ca.gov.

30. Submission of Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a Bid shall

- 33. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
- 34. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.
- 35. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the w unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a C

approved. Contractors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:

- a. District must receive any request for substitution a minimum of <u>TEN (10)</u> calendar days prior to bid opening.
- b. Within 35 days after the date of the Notice of Award, the Successful Bidder shall submit data substantiating a request for substitution containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.
- c. Approved substitutions, if any, shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.
- d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.
- 36. All Bids must be sealed, and marked with name and address of the Bidder, Project Name, date and time of bid opening. Bids will be received as indicated in the Notice to Bidders.
 - a. Mark envelopes with the name of the Project.
 - b. Bids must be submitted to the Contracts Office by date and time shown in the Notice to Bidders.
 - c. Bids must contain all documents as required herein.
- 37. Bids will be opened at or after the time indicated for receipt of bids.
- 38. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.
- 39. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.

- 40. Time for Completion: District may issue a Notice to Proceed within <u>THREE (3)</u> months from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.
 - a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this three-month period, it is expressly understood that with reasonable notice to the

- k. Lead-Based Paint Certification.
- I. Imported Materials Certification.
- m. Criminal Background Investigation/Fingerprinting Certification.
- 42. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the <u>THIRD (3rd)</u> business day following bid opening.
 - a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
 - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
 - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - (1) Without limitation to other bases for protest, an inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid

District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.

(2) Without limitation to other bases for protest, an inadvertent error listing an unregistered subcontractor shall not be ground2i41 /P << Tf1or fragi

and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of

enhanced prices for other work items.

- 44. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of numerals or figures.
- 45. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

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BIDDER INFORMATION AND FORMS

DETERMINATION OF BIDDER RESPONSIBILITY QUESTIONNAIRE

The Public Contract Code requires that school districts, in certain circumstances, bid and award public contracts to the lowest *responsive* and *responsible* bidder. California law establishes a very comprehensive standard concerning bidder responsibility, such that a school agency has wide discretion and broad authority to make its determination of bidder responsibility on a case-by-case basis. Such authority empowers the District to conduct its own investigation, and make an assessment of the facts and circumstances to ascertain the quality, fitness, capacity and trustworthiness of each bidder. It is the purpose of this questionnaire to assist in determining contractor responsibility, and to aid the District in selecting the lowest responsible bidder (when the District does not opt to reject all bids).

Bidders must have completed the questionnaire, truthfully and completely, at least once since January 1, 2015 to be considered for award on this project. If you completed this questionnaire since that date, you must certify that the data previously submitted is still true and accurate. Bidders must either complete the entire questionnaire or certify the previously submitted data as still current, truthful, and accurate, to be determined responsible and responsive to the bid announcement.

Bidders must answer all questions and provide all requested information, where applicable. If the

evaluate bidders not only on the information contained in this questionnaire, but also using any and all information available through other sources, including District records, staff or representatives, interviews, and/or reference checks. Based on a complete evaluation, the awarding authority has sole and discretionary judgment to determine if the bidder is deemed responsible and/or qualified to perform the work. Bidders discovered to have omitted required information or provided false, misleading, or substantively incorrect statements, as determined solely by the District, will be disqualified from bidding. The District reserves the right to waive minor irregularities and to make all

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Sacramento City Unified School District

B. Project Name:	
Location:	

t Total Debt	С
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c/d

- 6. Prior Disqualifications, Criminal Matters, and Related Civil Suits:
 - a. Has your firm ever been disqualified from performing work for the Sacramento City Unified School District?

YES NO I	f yes, provide the following information:
Project name:	
Date of disqualification	:
Duration of disqualification	ition:

Questionnaire Certification

performance of its own independent investigation that Contractor must perform as a condition to bidding and Contractor should not and shall not rely on this information or any other information supplied by District regarding existing conditions.

- d. Any information shown or indicated in the reports and other data supplied herein with respect to existing underground facilities at or contiguous to the Project may be based upon information and data furnished to District by the District's employees and/or consultants or builders of such underground facilities or others. District does not assume responsibility for the completeness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information.
- e. District shall be responsible only for the general accuracy of information regarding underground facilities, and only for those underground facilities that are owned by District, and only where Bidder has conducted the independent investigation required of it pursuant to the Instructions to Bidders, and discrepancies are not apparent.
- 49. Investigations/Site Examinations
 - a. Before submitting a Bid, each Bidder is responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.
 - b. On request, District will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid. Bidders must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice to Bidders and only under the provisions of the Contract Documents, including, but not limited to, proof of insurance

approval.

other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.

- (2) facilities.
- (3) Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder may rely upon the general
- (4) Bidder is solely responsible for any interpretation or conclusion drawn from any pretations, opinions, or information provided in the identified reports and drawings.
- 53. Investigations/Site Examinations

a.

From:

(Proper Name of Bidder)

ACKNOWLEDGEMENT OF GENERAL CONDITIONS

The General Conditions (dated March 2007) and definitions therein are accessible on the SCUSD website at http://www.scusd.edu/contracts-department, and are an integral part of the Contract Documents. The Contractor shall not disclaim knowledge of the meaning and effect of any term or provision of these General Conditions, and Supplemental Conditions, if any, and agrees to strictly abide by their meaning and intent. In the event the Contractor fails to initial this acknowledgement, the District shall have the right to reject the Bid.

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, tools, transportation, services and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 0390-411-0216,

PROJECT: AC PAVING REPLACEMENT AT WOODBINE ELEMENTARY SCHOOL

and will accept in full payment for that Work the following total lump sum amount, all taxes included:

A	BASE BID	Dollars	\$
B	ALLOWANCE	Dollars	\$
C	TOTAL BID	Dollars	\$

54. <u>Allowance</u>

for unforeseen items.

(10%) allowance

The above allowance shall only be allocated for unforeseen items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has

- 65. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
- 66. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
- 67. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as

Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

68. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Docum14(50)5(r)-6(k,)4(un)-8(u)BT1 0 0 1 86.424 695.0ym(e)6(xt-3(

President:	
Secretary:	
Treasurer:	
Manager: _	

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<u>BID BOND</u>

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

KNOW ALL PERSONS BY THESE PRESENTS:

Principal
Ву
Surety
Ву
Name of California Agent of Surety
Address of California Agent of Surety

Telephone Number of California Agent of Surety

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

Subcontractor Name:	
CA Cont. Lic. #:	Location:
Portion of Work:	
Subcontractor Name:	
CA Cont. Lic. #:	Location:
Portion of Work:	
Subcontractor Name:	
CA Cont. Lic. #:	Location:
Portion of Work:	
Subcontractor Name:	
CA Cont. Lic. #:	Location:

DOCUMENT 00 45 01

SITE VISIT CERTIFICATION

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

PROJECT: AC PAVING REPLACEMENT AT WOODBINE ELEMENTARY SCHOOL

Check option that applies:

_____ I certify that I visited the Site of the proposed Work and e Siify that I viify th th t