

# **Galt Joint Union Elementary School District Greer Elementary Classroom Sinks Project**

## **Schedule**

### **Optional Pre-Bid Walk:**

**Date: Tuesday, April 12th**

**Time: 3:00 p.m.**

**Place: Greer Elementary School  
248 West A Street  
Galt, California 95632**

### **Bid Opening:**

**Date: Thursday, April 21st**

**Time: 12:00 p.m.**

**Place: Galt Joint Union Elementary School District  
ATTN: Lois Yount, Superintendent  
1018 C Street, Suite 210  
Galt, California 95632**

### **Project Duration:**

**June 9, 2022 – August 1, 2022**

### **Forms that must be completed by all bidders and returned by bid opening.**

1. Bid Form
2. Designation of subcontractors
3. Non-Collusion Declaration
4. Bid Bond
5. Signed Document regarding Workers Compensation

### **Forms that must be completed by the successful bidder and returned at contract signing.**

1. Agreement
2. Payment Bond
3. Performance Bond
4. Escrow Agreement (if applicable)
5. Criminal History Clearance
6. Workers' Compensation Certificate
7. Drug-Free Workplace Certificate
8. Guarantee
9. DVBE Certification
10. Asbestos and Other Hazardous Materials Certification
11. Lead-Based Paint Certification
12. General conditions

**GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT  
GALT, CALIFORNIA**

**NOTICE TO CONTRACTORS CALLING FOR BIDS**

**Project:** Greer Elementary School Classroom Sinks

**Bid Deadline:** April 21, 2022 at 12:00 p.m.

**Location of Bid Receipt and Opening:** **Bid Receipt:** District Office (hereinafter the "District"), 1018 C Street, Suite 210, Galt, California 95632.

**Bid Opening:** District Office, Reception Desk with official Bid Clock.

NOTICE IS HEREBY GIVEN that the District, acting by and through its Governing Board, will receive up to, but not later than the above-stated time, sealed bids for the award of a Contract for the above referenced public works project. All inquiries concerning this bid shall be directed to Alicia Valdovinos, Administrative Assistant, 1018 C Street, Suite 210, Galt, California 95632, (209) 744-4545 ext. 345, email: [avaldovinos@galt.k12.ca.us](mailto:avaldovinos@galt.k12.ca.us)

Each bid must contain the required documents listed in the Project Manual and conform to the requirements of the Project Manual and other documents comprising the Contract Documents, all of which may be examined at the District Office. Prime contractors may obtain plans and specifications, and contract documents from Alicia Valdovinos, Administrative Assistant, 1018 C Street, Suite 210, Galt, California 95632, (209) 744-4545 ext. 345, email: [avaldovinos@galt.k12.ca.us](mailto:avaldovinos@galt.k12.ca.us)

General Project information will also be posted on the District's website at [https://gjuessd-ca.schoolloop.com/pf4/cms2/view\\_page?d=x&group\\_id=1500178971369&vdid=i19ft1vsp5o1m2p9](https://gjuessd-ca.schoolloop.com/pf4/cms2/view_page?d=x&group_id=1500178971369&vdid=i19ft1vsp5o1m2p9)

**The work of this bid package involves:**

This project consists of adding base cabinets and sinks to 16 portable classrooms and associated plumbing work to establish connection to water and sanitary sewer.

- **Construction schedule:** Contractor will develop, update and maintain a detailed construction schedule utilizing the critical path method. Contractor shall be responsible to coordinate the scope of work and facilitate access for the covered walkway vendor. Contractor shall also be responsible to perform investigation of existing conditions as well as analyze means and methods for removal and re-installation of existing utilities and reflect in the construction schedule.

Each Bid shall be accompanied by a cashier's check or a bid bond in an amount not less than ten percent (10%) of the total bid price, payable to the Galt Joint Union Elementary School District.

**Optional pre-bid conference and walk.** An optional pre-bid walk and conference will be held at Greer Elementary School, 248 West A Street, Galt on Tuesday, April 12th at 3:00 p.m.. Bidders shall

meet at school office. Any bid proposal submitted by a bidder who did not attend the entirety of the walk and conference will be rejected by the District as non-responsive.

**License.** The District requires that the bidder possess one or more of the following State of California General Contractor A or B Licenses or any suitable alternate license as deemed acceptable for the scope of work by the State of California - Contractor's licensing board. The bidder's license(s) must remain active and in good standing at all times from submission of a bid throughout the term of any awarded contract. Contractors shall comply with the DVBE sub-contracting requirements.

**General Contractor Pre-Qualification.** The contractor shall be pre-qualified with the District by April 15, 2022.

**Prevailing Wage.** This project is subject to monitoring and enforcement of prevailing wage requirements by the Division of Labor Standards Enforcement as set forth in Chapter 1 of Part 7 of Division 2 of the California Labor Code (commencing at section 1720). The District, the successful bidder, and each subcontractor performing any portion of the work for this project shall comply with the prevailing wage laws and requirements.

**DIR Registration.** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Labor Code section 1725.5 requires that all contractors and subcontractors bidding on Public Works Construction Projects be *registered with the Director of Industrial Relations (DIR) prior to submitting a bid* and pay an annual fee to the DIR. Additional information is available on the DIR's website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. *An awarding body may not accept a bid or enter into a contract for public work with an unregistered contractor, and the District may not accept a bid or award a contract without proof of registration of the bidder and its subcontractors.*

**Bonds.** Pursuant to the Contract Documents, the successful bidder will be required to furnish a Payment (Labor and Material) Bond in the amount of one hundred percent (100%) of the Contract Sum, and a Faithful Performance Bond in the amount of one hundred percent (100%) of the Contract Sum.

**Bid inquiries.** Bidders may submit written pre-bid inquiries or clarification requests. Bidders are solely and exclusively responsible for submitting such inquiries or clarification requests by April 13, 2022. The District will not respond to bidder inquiries or clarification requests, unless such inquiries or clarification requests are submitted timely and as instructed in the Bid Documents. Please direct inquiries to Alicia Valdovinos, Administrative Assistant, 1018 C Street, Suite 210, Galt, California 95632, (209) 744-4545 ext. 345, email: [avaldovinos@galt.k12.ca.us](mailto:avaldovinos@galt.k12.ca.us)

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

**Successful bidder.** The successful bidder will be allowed to substitute securities or establish an escrow in lieu of retainage, pursuant to Public Contract Code Section 22300, and as described in the Contract Documents.

**Withdrawal of bid.** No bidder may withdraw any bid for a period of Ninety (90) days after the date set for the opening of bids.

Advertisement: Galt Herald  
Publication dates: March 30 and April 6, 2022

## INFORMATION FOR BIDDERS

### WARNING:

(READ THIS DOCUMENT CAREFULLY.

DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS  
YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT)

1. Preparation of Bid Form. The DISTRICT invites bids on the form attached to be submitted at the time and place stated in the Notice to Contractors Calling for Bids. Bids shall be submitted on the prescribed Bid forms, completed in full. All bid items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons signing the bid shall be in longhand. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the bidder.

2. Pre-Bid Walk: On April 12, 2022 at Greer Elementary School, 248 West A Street, Galt, optional pre-bid walk/site visit will take place. Only those bidders who attend this conference will have their bids considered for award. The conference will commence at 3:00 p.m..

3. Form and Delivery of Bids. The bid shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required by the Contract Documents, shall be enclosed in a sealed envelope, addressed and delivered or mailed to the Superintendent, Lois Yount, mailing address: 1018 C Street, Suite 210, Galt, California 95632, and must be received on or before the time set forth in the Notice to Contractors Calling for Bids for the Bid Deadline. The envelope shall be plainly marked in the upper left-hand corner with the bidder's name, the Contract designation and the date and time for the Bid Deadline. It is the bidder's sole responsibility to ensure that its bid is received prior to the scheduled closing time for receipt of bids (Bid Deadline). In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time set forth in the Notice to Contractors Calling for Bids for the Bid Deadline, the sealed bids will be opened and read aloud at the DISTRICT's office.

4. Bid Security. Each bid shall be accompanied by a cashier's check or bid bond issued by an admitted surety insurer in the amount of not less than ten percent (10%) of the total bid amount stated in the bid. Said check or bond shall be made payable to the DISTRICT and shall be given as a guarantee that the bidder, if awarded the Work, will enter into an Agreement within five (5) calendar days after award of the Contract, and will furnish, on the prescribed forms, the necessary insurance certificates, performance bond, and labor and material bond in accordance with the Contract Documents. In case of refusal or failure to enter into the Agreement within five (5) calendar days after award of the Contract, the check or bid bond, as the case may be, shall be forfeited to the DISTRICT as liquidated damages, not as a penalty. If the bidder elects to furnish a bid bond as its Bid Security, the bidder shall use the bid bond form included herein.

5. Signature. The bid form, all bonds, all designations of subcontractors, the Contractor's Certificate, the Agreement, and all Guarantees must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign the bid. If bidder is a

corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or assistant treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. If bidder is a joint venture or partnership, there shall be submitted with the bid, certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, the individual who shall act in all matters relative to the Contract resulting therefrom for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents. Any Bid submitted by an agent shall have a current Power of Attorney attached, certifying the agent's power to bind the Bidder.

6. Modifications. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the DISTRICT'S rejection of the bid as not being responsive to the 'Notice to Contractors Calling for Bids'. No oral, facsimile, or telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of bids.

7. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event the DISTRICT determines that any bid is unintelligible, inconsistent or ambiguous, the DISTRICT may reject such bid as not being responsive to the Notice to Contractors Calling for Bids.

8. Examination of Site and Contract Documents. At its own expense and prior to submitting its bid, each bidder shall examine the Contract Documents; visit the site and determine the local conditions which may in any way affect the performance of the Work, including the prevailing wages and other relevant cost factors; familiarize itself with all Federal, State and local laws, ordinances, rules, regulations and codes affecting the performance of the Work, including the cost of permits and licenses required for the Work; determine the character, quality, and quantities of the Work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with the requirements of the Contract Documents. The DISTRICT and its architect shall not be liable for any loss sustained by the Contractor resulting from any variance between the conditions and design data given in the Contract Documents and the actual conditions revealed during the bidder's examination or during the progress of the Work. The submission of a bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.

9. Unit Prices If unit prices are called for on the bid form, the unit price for each item shall be shown and shall include its pro rata share of supervision, any necessary insurance, bond, overhead and profit. The special attention of all bidders is called this provision, and all

increases and decreases shall be at the same value with no extra compensation if it is necessary to revise quantities.

10. Withdrawal of Bids. Any bid may be withdrawn by written request, confirmed in the manner specified above for bid modifications, at any time prior to the Bid Deadline. All requests for bid withdrawal must be accompanied with a power-of-attorney or other proof acceptable to the DISTRICT which authorizes the individual requesting the bid withdrawal to so act on behalf of the bidder. Withdrawn Bids may be resubmitted up to the time and date designated as the Bid Deadline. The bid security for bids withdrawn prior to the Bid Deadline, in accordance with this paragraph shall be returned on demand therefore.

11. Agreements and Bonds. The Agreement form which the successful bidder, as Contractor, will be required to execute, and the form of the payment bond which such Contractor will be required to furnish in accordance with Civil Code Section 3247 prior to execution of the Agreement, are included in the Contract Documents and should be carefully examined by the bidder. Unless otherwise specified in the Special Conditions, the payment bond shall be in the amount of One Hundred percent (100%) of the amount of the Contract. The Contractor will also be required to furnish a performance bond in the amount of one hundred percent (100%) of the amount of the Contract and in the form included in the Contract Documents, and any Certificates of Insurance as required in the Contract, all prior to execution of the Contract.

12. Interpretation of Plans and Documents. If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions from the drawings and specifications, a written request for an interpretation or correction thereof may be submitted to Alicia Valdovinos, Administrative Assistant, 1018 C Street, Suite 210, Galt, California 95632, (209) 744-4545 ext. 345, email: [avaldovinos@galt.k12.ca.us](mailto:avaldovinos@galt.k12.ca.us). The bidder submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum duly published on the District website by April 18, 2022 and approved by the DISTRICT. No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the DISTRICT. Requests for clarification or explanation should be submitted to Alicia Valdovinos, Administrative Assistant, 1018 C Street, Suite 210, Galt, California 95632, (209) 744-4545 ext. 345, email: [avaldovinos@galt.k12.ca.us](mailto:avaldovinos@galt.k12.ca.us) by April 13, 2022. If discrepancies on drawing, or in specifications, or conflicts between drawings and specifications are not covered by addenda, bidder shall include in the bid the method of construction and materials resulting in the higher bid. Bidder shall become familiar with the specifications and drawings. Submittal of a bid without clarification shall be incontrovertible evidence that the bidder has determined that the specifications and drawings are sufficient for bidding and completing the job; that bidder is capable of reading, following and completing the job in accordance with the specifications and drawings; and that the specifications and drawings fall within an acceptable standard for specifications and drawings.

13. Bidders Interested in More Than One Bid. 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 that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.

14. Award of Contract. The DISTRICT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. If two identical low bids are received from responsible bidders, the DISTRICT will determine which bid will be accepted pursuant to Public Contract Code Section 20117. The award of the Contract, if made by the DISTRICT, will be by action of the governing board and to the lowest responsible bidder therefore from among those bidders responsive to the call for bids. In the event an award is made to a bidder and such bidder fails or refuses to execute the Contract and provide the required documents within five (5) calendar days after notification of the award of the Contract to bidder, the DISTRICT may award the Contract to the next lowest bidder or release all bidders.

15. Alternates. If alternate bids are called for, the Contract may be awarded at the election of the governing board to the lowest responsible bidder on the base bid, or on the base bid and any alternate or combination of alternates. The lowest bidder shall be determined as described in the Notice to Contractors Calling for Bids.

16. Listing Subcontractors. Each bidder shall submit, on the form furnished with the Contract Documents, a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100, et seq.). If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate.

17. Workers' Compensation. In accordance with the provisions of section 3700 of the Labor Code, the successful bidder as Contractor shall secure the payment of Workers' Compensation to all employees. Contractor shall sign and file with DISTRICT the following certificate prior to performing the work under this Contract: "I am aware of the provisions of Section 3700 of the Labor Code which 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 the work of this contract." The form of such certificate is included as a part of the contract documents.

18. Contractor's License. If, at the time the bids are opened, bidder is not licensed to perform the project in accordance with Division 3, Chapter 9 of the Business and Professions Code of the State of California and the Notice to Contractors Calling for Bids, such bid will not be considered.

19. Anti-Discrimination. It is the policy of the DISTRICT that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by any such Contractor and if applicable, shall complete and submit with its bid the Equal Employment Opportunity Status Report included as part of the Bid Form.



20. Hold Harmless. The Contractor shall indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in the Agreement, except for liability resulting from the sole negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT.
- (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by the Agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract, and not by the active negligence of the DISTRICT.

The Contractor, at Contractor's own expense, cost (including attorney's fees) and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, or any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

21. Preference for Materials. No specifications for bids in connection with the letting of contracts for the construction, alteration, or repair of public works shall be drafted (1) in such a manner as to limit the bidding, directly or indirectly, to any one specific concern, or (2) except in those instances where the product is designated to match others in use on a particular public improvement either completed or in the course of completion calling for a designated material, product, thing, or service by specific brand or trade name and unless the specification lists at least two brands or trade names of comparable quality or utility and is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service. In those cases involving a unique or novel product application required to be used in the public interest, or where only one brand or trade name is known to the DISTRICT, it may list only one. Contractor shall within thirty-five (35) calendar days after award of the Contract submit data substantiating a request for substitution of "an equal" item.

22. Surety Qualifications. All surety companies that are admitted Surety insurers pursuant to California Code of Civil Procedure Section 995.120 and comply with the provisions of California Code of Civil Procedure Sections 995.630 and 995.660 shall be satisfactory to the DISTRICT.

23. Contract Duration and Liquidated Damages. All Work must be completed within the time limits set forth in the Project Schedule and/or Notice to Proceed. It is agreed that damages for the failure of the Contractor to complete the total Work described herein within the time limits required are impossible to ascertain but that the sum of Two Thousand Five Hundred Dollars (\$2,500.00) per calendar day is a reasonable estimate. Should the Work not be completed within the specified time for completion, the Contractor shall be liable for liquidated damages, payable to the District, in the amount stated above for each calendar day of delay in completion. Bidder and District agree that such amount of liquidated damages is not to be considered a penalty.

24. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350 et seq., the successful bidder will be required to execute a Drug-Free Workplace Certificate upon execution of the Agreement. The Contractor will be required to take positive measures outlined in the certificate in order to insure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

25. Disabled Veteran Business Enterprise Requirements. The DISTRICT is in full compliance with Education Code, Section 17076.11 with regard to the Disabled Veteran Business Enterprises (DVBE) program. Pursuant to Education Code Section 17076.11, the successful bidder will be required to execute documentation identifying any amounts paid to DVBE's for work required under the agreement before the release of final payment. Failure to abide with the conditions of this requirement could result in penalties including termination of the Agreement or suspension or payment thereunder.

26. Public Works Construction Projects – DIR. California Law requires that all contractors and subcontractors bidding on Public Works Construction Projects be registered with the Director of Industrial Relations (DIR) prior to submitting a bid and pay an annual fee to the DIR. Additional information is available on the DIR's website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html> and contractors may register and pay their fee on-line.

27. Criminal History Clearance. Pursuant to Education Code Sections 33192 and 45125.1 et seq., the successful bidder will be required to execute a Criminal History Clearance/ Site Protection Certificate upon execution of the Agreement. The Contractor will be required to take positive measures outlined in the certificate in order to keep violent or serious offenders away from pupils and staff on the site. Failure to abide with the conditions set forth in the Michelle Montoya School Safety Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

## BID FORM

TO: GALT JOINT ELEMENTARY SCHOOL DISTRICT, acting by and through its Governing Board, herein called the "DISTRICT":

1. Pursuant to your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having become familiarized with the terms of the complete contract, as defined in the Agreement, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner all of the work required, including sheeting, shoring and bracing, or equivalent method for protection of life and limb in trenches and open excavation in conformance with applicable safety orders, in connection with the following:

Project: Greer Elementary School Classroom Sinks Projects

Located at: 248 West A Street, Galt, CA 95632

all in strict conformity with the complete contract as defined in the Agreement, prepared therefore and now on file at the office of: Galt Joint Union Elementary School District, 1018 C Street, Suite 210, Galt, CA. 95632 for the sum of:

Total Bid before Allowances: \$ \_\_\_\_\_

Allowance: \$ \_\_\_\_\_

Total Base Bid (including Allowance(s)): \$ \_\_\_\_\_

Total:

\_\_\_\_\_ DOLLARS

Base bid to include all Work indicated in drawings and narratives.

Provide price to add/deduct the following work.

Alternates:

None.

The undersigned hereby acknowledges receipt of, and is familiar with the contents of, the following Addenda, and the undersigned warrants that all costs therefore are included in this proposal:

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

1. Each individual bid term shall be determined from visiting the work site, reviewing the plans and specifications, and all other portions of the contract documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary for the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work: tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work; and bonds, insurance as required by the Contract and submittals; all as per the requirements of the contract documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.

3. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act.

4. The required Non-Collusion Declaration is hereto attached.

5. The required bid security is hereto attached.

6. The required Contractors Certificate Regarding Workers' Compensation is hereto attached.

7. The Information Required of Bidder is attached hereto.

8. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that the undersigned will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond as specified, all within the five (5) calendar days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract on the date to be stated in the DISTRICT'S Notice to Proceed delivered to the Contractor, and shall be completed by the Contractor in the time specified in the contract documents.

9. Communications conveying acceptance of bids, requests for additional information or other correspondence should be addressed to the undersigned at the address stated below.

\_\_\_\_\_  
\_\_\_\_\_

10. The name of all persons interested in the foregoing proposal as principals are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

11. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment.

12. If the bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of California and that \_\_\_\_\_ whose title is \_\_\_\_\_ is authorized to act for and bind the corporation.

13. It is understood and agreed that, should bidder fail or refuse to return executed copies of the Agreement, Contractor's Certificate, Certification of Insurance as required, and required bonds to the DISTRICT within five (5) days of actual notice of the award of the contract to bidder, the security may be forfeited to the DISTRICT as liquidated damages.

14. The undersigned hereby warrants that the bidder has an appropriate license, in accordance with the act providing for the licensing of contractors, License No. \_\_\_\_\_, Class \_\_\_\_\_; that such license entitles the bidder to provide the work; that such license will be in full force and effect throughout the duration of performance under this contract; and that any and all subcontractors to be employed will have appropriate licenses. The undersigned hereby warrants that the bidder is registered with the DIR, Registration No. \_\_\_\_\_, and proof of registration is submitted with this bid.

15. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

16. It is understood and agreed that the CONTRACTOR, as well as all subcontractors will adhere to and comply with all statutes and regulations pertaining to monitoring and enforcement of prevailing wage requirements by the Department of Industrial Relations.

17. It is understood and agreed that if, requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive, to permit an appraisal of its current financial condition.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: \_\_\_\_\_  
Contractor Signed by: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Date: \_\_\_\_\_

\*\*\*\*\*

Partnership Name \_\_\_\_\_  
Signed by: \_\_\_\_\_, Partner  
Business Address: \_\_\_\_\_  
Date: \_\_\_\_\_  
Other Partners: \_\_\_\_\_

\*\*\*\*\*

Corporation Name: \_\_\_\_\_  
(a \_\_\_\_\_ Corporation<sup>1</sup>)  
Business Address: \_\_\_\_\_  
Signed by: \_\_\_\_\_ President, Dated: \_\_\_\_\_  
Signed by: \_\_\_\_\_ Secretary, Dated: \_\_\_\_\_

[Seal and Attest]

Business Address: \_\_\_\_\_  
\_\_\_\_\_

A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

\*\*\*\*\*

Joint Venture Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_ Joint Venture  
Business Address: \_\_\_\_\_  
Date: \_\_\_\_\_

\*\*\*\*\*

Other Parties to Joint Venture:

If an individual: \_\_\_\_\_  
(Signed)  
Doing Business as: \_\_\_\_\_  
If a Partnership: \_\_\_\_\_  
Signed by: \_\_\_\_\_, Partner  
If a Corporation: \_\_\_\_\_  
(a \_\_\_\_\_ Corporation)  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_ Seal and Attest)

\*\*\*\*\*

## DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4, commencing at Section 4100, Division 2, Part 1 of the Public Contract Code of the State of California) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid; (b) the designation of those subcontractors who will be used by the prime contractor to fulfill minority (MBE), women (WBE) and disabled veteran business enterprise (DVBE) participation goals; and (c) the portion of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. The successful prime contractor shall provide the District within ten (10) days from notification of award a complete list of all subcontractors named below, including license numbers, classifications and expiration dates.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the prime contractor shall be deemed to have agreed that it is fully qualified to perform that portion, and that said prime contractor alone shall perform that portion.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by any one other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. All listed subcontractors' registration numbers must be included in this document.

Note: If alternate bids are called for and bidder intends to use a different or additional subcontractor on the alternates, a separate list of subcontractors must be provided for each such alternate.



**DESIGNATION OF SUBCONTRACTORS**

Portion of Work to be Performed and Portion Designation as M/W/DVBE	Name of Sub-bidder or Fabricator	Location of Place of Business	Contractor's License Number	DIR#

**NON-COLLUSION DECLARATION**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

1. I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.  
Title Bidder Name
2. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.
3. The bid is genuine and not collusive or sham.
4. 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.
5. 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.
6. All statements contained in the bid are true.
7. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_

Date \_\_\_\_\_

at \_\_\_\_\_, \_\_\_\_\_  
City State

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed or Typed

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure Section 995.120 are held and firmly bound unto the **Galt Joint Union Elementary School District**, hereinafter called the DISTRICT, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said DISTRICT for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_ 20\_\_, for the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within 90 days after the said opening; and if the Principal is awarded the contract, and within the period specified therefore, or if no period be specified, within (5) days after the prescribed forms are presented to Principal for signature, enters into a written contract with the DISTRICT, 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 and for the payment for labor and materials used for the performance of the 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 bonds within the time specified, the Principal shall pay the DISTRICT the difference between the amount specified in said bid and the amount for which the DISTRICT may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the DISTRICT in again calling for bids, then the above obligation shall be void and of no effect, otherwise said obligation shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of 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 DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by the DISTRICT in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF the parties have executed this instrument under their several seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal of  
Principal, if Corporation)

\_\_\_\_\_  
Principal (Proper Name of Bidder)

By \_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

(Corporate Seal of Surety)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

\_\_\_\_\_  
Attorney-in-Fact

(Attach Attorney-in-Fact  
Certificate and Required  
Acknowledgments)

\_\_\_\_\_  
Name and Agent of Surety

\_\_\_\_\_  
Telephone Number of California  
Agent of Surety

**CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

Labor Code Section 3700

"Every employee except the state shall secure the payment of compensation on 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 in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, 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 employee.
- (c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before May 31, 1979, a political subdivision of the state which, on December 31, 1978, was insured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."
- (d) Upon request for certified payroll records, the contractor shall supply one original (8 1/2 x 11 sheets) and three copies. The contractor shall obliterate the identity of social security numbers of all employees.
- (e) The Contractor agrees to comply with Labor Code Sections 1774 and 1775 (Payment of Prevailing Wage Rates) and Labor Code Section 1777.5, placing the responsibility for compliance with the statute for all apprenticeable occupations on the prime contractor. The Contractor shall comply with the requirements imposed by California Labor Code Sections 1720 through 1815 regarding public works projects and prevailing wage law.

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

\_\_\_\_\_  
(Proper Name of Contractor)

By \_\_\_\_\_

\_\_\_\_\_  
(Signature of Contractor)

In Accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)