

Saddleback Valley
Unified School District



NOTICE INVITING BIDS

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

Unit Price Bid for Concrete and Masonry Services, as Needed, Various Sites

Bid No. 22-10

BID DUE DATE

May 26, 2023 at 11:00 A.M.

SUBMIT BIDS TO:

FACILITIES

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

25631 PETER A. HARTMAN WAY

MISSION VIEJO, CA 92691

Phone: 949-580-3250

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Highlighted items must be returned with Bid

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NOTICE INVITING BIDS

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

NOTICE IS HEREBY GIVEN that the Saddleback Valley Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as the “District” or “Owner”, will receive bids up to, but not later than, **Friday, May 26, 2023 at 11:00 A.M.** sealed bids for the award of a Contract(s) for the following:

BID NO. #22-10, UNIT PRICE BID FOR CONCRETE & MASONRY, AS NEEDED, VARIOUS SITES

All bids shall be made and presented only on the forms presented by the Owner. Bids shall be received in the Office of the Saddleback Valley Unified School District, Facilities Department at 25631 Peter A. Hartman Way, Mission Viejo, CA 92691 and shall be opened and publicly read aloud shortly after the bid opening. Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened.

There will be a mandatory Pre-Bid Conference at Saddleback Valley Unified School District **Maintenance and Facilities Department Plan Room**, 25631 Peter A. Hartman Way, Mission Viejo, CA 92691 on **Friday, May 12, 2023, at 9:00 A.M.** Any Contractor bidding on the Project who fails to attend the entire mandatory job walk and conference will be deemed a non-responsive bidder and will have its bid returned unopened.

Each bidder shall be a licensed contractor pursuant to the California Business and Professions Code, and be licensed to perform the work called for in the Contract Documents. The successful bidder must possess a valid and active **A** or **C8** License at the time of bid and throughout the duration of this Contract. The Contractor’s California State License number shall be clearly stated on the bidder’s proposal. Subcontractors shall be licensed pursuant to California law for the trades necessary to perform the Work called for in the Contract Documents. All terms and conditions are listed in the Bid.

Each bid must strictly conform with and be responsive to the Contract Documents as defined in the General Conditions.

Each bidder’s bid must be accompanied by a ten percent (10%) bid bond as described in the Instructions to Bidders section of this bid. Payment and Performance Bonds will be required for all work over \$25,000.00 as described in this bid.

The School District reserves the right to accept or reject any and all bids and to waive any irregularities or informalities in the bids or bidding process. No bidder may withdraw any bid for a period of Ninety (90) calendar days after the date set for the opening of bids.

Doug Monfils,

Director
Facilities

Publish: April 14 and April 21, 2023

INSTRUCTIONS TO BIDDERS

1. **Preparation of Bid Form and Bidding Procedures.** Proposals under these specifications shall be submitted on the blank forms furnished herewith including, but not limited to, the forms in the Special Conditions, at the time and place stated in the Notice Calling for Bids. Each bidder shall review and comply with all bidding instructions and requirements set forth in the Special Conditions. All blanks in the Bid Form must be appropriately filled in, and all proposed prices must be stated clearly and legibly in both words and numerals. All bids must be signed by the bidder in permanent ink and submitted in sealed envelopes, bearing on the outside, the bidder's name, address, telephone number, and California Contractor's License number, and the name of the Project for which the bid is submitted. The Owner reserves the right to reject any bid if all of the above information is not furnished. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.
2. **Scope.** This bid is for Concrete and Masonry Services on an as needed basis for various sites within the Saddleback Valley Unified School District. The contractor will be responsible for all the labor and materials necessary to complete projects as ordered under this contract.
3. **Contract Term.** The District anticipates that this contract will be awarded at the June 6, 2023 Board meeting. **The term of the Contract will be July 1, 2023 through June 30, 2026**, with two (2) optional annual renewals.
4. **Bid Security.** Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the Owner; (3) a certified check made payable to the Owner; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the Owner, in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than **ten percent (10%) of \$200,000.00**, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event that a bidder is awarded the Contract and such bidder fails to enter into said Contract or provide the surety bond or bonds within five (5) calendar days after award of the Contract to bidder, said security will be forfeited. Because this is a Unit Price Bid and the actual amount of work during the contract year is unknown and not guaranteed, **Bidders are required to base their bid bond on an amount equal to \$200,000.00.**
5. **Signature.** The bid form, all bonds, all designations of subcontractors, the Contractor's Certificate, the Agreement, and all Guarantees must be signed in permanent ink in the name of the bidder and must bear the signature in longhand 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 the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is provided to the Owner. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If bidder is a partnership, the true name of the firm shall first be set forth, together with the

names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the Owner, in which case the general partner may sign.

Bids submitted as joint ventures must so state and be signed by each joint venturer.

Bids submitted by individuals must be signed by the bidder unless an up to date power- of-attorney is on file in the Owner office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

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 Owner's rejection of the bid as not being responsive to the Notice Inviting Bids. **No oral or telephonic modification of any bid submitted will be considered.**

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 that the Owner determines that any bid is unintelligible, inconsistent, or ambiguous, the Owner may reject such bid as not being responsive to the Notice Inviting Bids.

8. Examination of Site and Contract Documents. Each bidder shall visit the site of the proposed work and become fully acquainted with the conditions relating to the construction and labor so that the facilities, difficulties, and restrictions attending the execution of the work under the Contract are fully understood. Bidders shall thoroughly examine and be familiar with the drawings, specifications and all others documents and requirements that are attached to and/or contained in the Project Manual. The failure or omission of any bidder to receive or examine any Contract Documents, Special Conditions, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall not relieve any bidder from obligations with respect to the bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section. Bidders shall not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.

9. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned upon demand therefor.

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

10. Agreements and Bonds. The Agreement form which the successful bidder, as CONTRACTOR, will be required to execute, and the forms and amounts of surety bonds which will be required to be furnished at the time of execution of the Agreement, are included in the bid documents and should be carefully examined by the bidder. The number of executed

copies of the Agreement, is three (3). Payment and Performance bonds for each purchase order issued for work covered under the agreement, over \$25,000.00 and when requested, must be executed by an admitted surety insurer as defined in Code of Civil Procedure 995.120. Contractor will be required to submit three original Payment and Performance Bonds when requested.

11. Interpretation of Plans and Documents/Pre-Bid Clarification. 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, a written request for an interpretation or correction thereof may be submitted to the Owner. The bidder submitting the request shall be responsible for its prompt delivery. **Any interpretation or correction of the Contract Documents will only be made by Addendum duly issued, and a copy of such Addendum will be made available for each contractor receiving a set of the Contract Documents.** 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 Owner. If discrepancies on drawings, specifications or elsewhere in the Contract Documents are not covered by addenda, bidder shall include in their bid methods of construction and materials for the higher quality and complete assembly. Each request for clarification shall be submitted in writing, via email, to only the following persons:

TO: Max Van de Mortel
vandemortelm@svusd.org

Each transmitted request shall contain the name of the person and/or firm filing the request, address, telephone and fax number, Specifications and/or Drawing number, and document title. Bidder is responsible for the legibility of hand written requests. Pre-bid clarification request shall be filed a minimum of **six (6)** days prior to bid opening. Requests received less than **six (6)** days before bid opening shall not be considered or responded to. A written response to timely pre-bid clarifications requests which materially affects the bidders price will be made by Addendum issued by the Saddleback Valley Unified School District not less than seventy-two (72) hours prior to bid opening.

12. 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 prime bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a 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.

13. Award of Contract/Bid Evaluation. The Contract will be awarded to the lowest responsive responsible bidder(s) by action of the Governing Board pursuant to the terms and conditions of the Contract Documents. Award will be based pricing from (2) hypothetical projects. These hypothetical projects will be handed out after receipt of bids. The Owner reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding, and to award a contract to more than one bidder. In the event an award is made to bidder, and such bidder fails or refuses to execute the Contract and provide the required documents within Ten (10) calendar days after award of the Contract to bidder, the Owner may award the Contract to next lowest responsible and responsive bidder or release all bidders.

14. Bid Protest Procedure. Any bidder may file a bid protest. The protest shall be filed in writing with the Owner's Director of Facilities and Construction, Doug Monfils

(monfilsd@svusd.org) not more than three (3) working days after the date of the bid opening. An e-mail address shall be provided and, by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

a. Resolution of Bid Controversy: Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the Work. If deemed appropriate by the Owner, an informal hearing will be held. Owner will issue a written decision within fifteen (15) days of receipt of the protest, unless factors beyond the Owner's reasonable control prevent such resolution. The Decision on the Bid Protest will be copied to all parties involved in the protest.

b. Finality. The decision concerning the Bid controversy will be final and not subject to any further Appeals.

c. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

15. Alternates. If alternate bids are called for, the Contract may be awarded at the election of the Governing Board to the lowest responsible and responsive bidder using the method and procedures outlined in the Notice Inviting Bids and as specified in the section entitled Alternate/Deductive Bid Alternates.

16. Listing Subcontractors. Each bidder shall submit with his bid, on the form furnished with the Contract Documents, a list of the names, license numbers, scopes of work, locations of the places of business, contact information, and Department of Industrial Relations ("DIR") registration numbers of each subcontractor who will perform work or labor or render service to the bidder in or about the project, or a subcontractor who under subcontract to the bidder, specially fabricates and installs a portion of the work, in an amount in excess of one-half of 1 percent of the bidder's total bid as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100, et seq.) Pursuant to Labor Code section 1725.5, all subcontractors (of any tier) performing work on this Project must be properly registered with DIR.

17. Workers' Compensation. In accordance with the provisions of Labor Code Section 3700, the successful bidder as the Contractor shall secure payment of compensation to all employees. The Contractor shall sign and file with the Owner 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 requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of the Bid Package.

18. Contractor's License. To perform the work required by this notice, the Contractor must possess the Contractor's License as specified in the Notice Inviting Bids, and the Contractor must maintain the license throughout the duration of the contract. If, at the time of bid, bidder is not licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California and the Notice to

Contractors calling for bids, such bid will not be considered and the Contractor will forfeit its bid security to the Owner.

19. Preference for Materials and Substitutions.

- a. One Product Specified. Unless the Plans and Specifications state that no Substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make, trade name, or catalog number, with or without the words, "or equal," such specification shall be read as if the language "or equal" is incorporated.
- b. Request for Substitution. See Supplementary General Conditions.

20. Disqualification of Bidders and Proposals. More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidder is interested and the bidder will forfeit their bid security to the Owner.

21. Unbalanced or Altered Bids. Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected. If, in the District's sole discretion, it determines any pricing, costs or other information submitted by a bidder may result in an unbalanced bid, the District may deem such bid non-responsive. A bid may be determined by the District to be unbalanced if the bid is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advanced payment.

22. Employment of Apprentices. The Contractor and all Subcontractors shall comply with the provisions of California Labor Code including, but not limited to sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices. The Contractor and any Subcontractor under him shall comply with the requirements of said sections, including applicable portions of all subsequent amendments in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

23. Non-Collusion Declaration. Public Contract Code Section 7106 requires bidders to submit declaration of non-collusion with their bids. This form is included with the bid documents and must be signed and dated by the bidder under penalty of perjury.

24. Wage Rates, Travel and Subsistence.

- a. The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code Sections 1770 et. seq., the Owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the Owner to any interested party on request and are also available from

the Director of the Department of Industrial Relations. The Contractor shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

- b. Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.
- c. Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.
- d. These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the Owner, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the Contractor's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

25. DIR Registration of Contractor and Subcontractors. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This Project is a public works project as defined in Labor Code section 1720. Each contractor bidding on this Project and all subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. For more information and up to date requirements, contractors are recommended to periodically review the DI's website at www.dir.ca.gov. Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall contractor be granted increased payment from the District or any time extensions to complete the Project as a result of contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and grounds for termination for cause. The contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section

1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

26. No Telephone or Facsimile Availability. No telephone or facsimile machine will be available to bidders on the Owner premises at any time.

27. Obtaining Bidding Documents. Bidding Documents, may be obtained from:

Saddleback Valley Unified School District
25631 Peter A. Hartman Way
Mission Viejo, CA 92691
Attn: Doug Monfils

Or downloaded from the Facilities Department web page at the below link:

[Bidding Opportunities | SVUSD.org](http://SVUSD.org/Bidding%20Opportunities)

Bidder shall utilize a complete set of Bidding Documents in preparing a bid. The failure or omission of bidder to receive any Bidding Document, form, instrument, Addendum, or other document shall not relieve bidder from any obligations with respect to the bid and/or Contract.

28. Bidder is responsible for ascertaining the disposition of all Addenda issued regardless of Owner notification and to acknowledge all Addenda in the submitted sealed bid prior to the bid opening. Copies of Addendum will be made available for inspection wherever Bidding Documents are on file for inspection. Each Addendum will be numbered, dated, and identified with the Project number. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable. Any Addendum issued by the Owner and not noted as being acknowledged by bidder as required in the Bid Form, may result in the bid being deemed non-responsive.

Checklist of Mandatory Bid Forms

(For Contractor's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)

- Bid Form
- Information Required of Bidder
- Designation of Subcontractors
- Bid Bond (or Bid Guarantee form if Security is other than Bid Bond)
- Substitution Request Form (if Substitutions are being requested - If Substitution Request Form is not submitted then NO Substitutions will be allowed after the bids are opened)
- Contractor's Certificate Regarding Workers Compensation
- Drug Free Workplace
- Alcohol and Tobacco Free Campus Policy
- Non-Collusion Declaration

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____
_____ as Principal, and, _____, as Surety, are held and firmly
bound unto the Saddleback Valley Unified School District, hereinafter called the DISTRICT, in the sum of
four thousand dollars (\$4,000.00) to the said DISTRICT for the contract as noted below for the payment of
which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind
ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated
_____ 20 _____, for:

Bid # 22-10

Unit Price Bid for Concrete & Masonry Services, as Needed, Various Sites

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 ninety (90) days after said opening; and if the
Principal is awarded the contract, and shall within the period specified therefore, or, if no period be specified,
within ten (10) working days after the award of the contract, enter into a written contract with the
DISTRICT, in accordance with the bid as accepted and give bonds 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, then the above obligation shall be
void and of no effect, otherwise to 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 thereunder, 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 duly signed by its undersigned authorized representative.

(Corporate Seal of
Principal, if Principal
Corporation)

Principal or (Proper Name of Bidder)

By _____
Signature

(Corporate Seal
of Surety)

Print Name

Title

Surety

By

Signature

Print Name

Title

Address

(Attach Attorney in fact Certificates
and required acknowledgements)

Telephone

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the bid informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder's firm and any of its owners, officers, directors, shareholders, parties or principals. District has discretion to request additional information.

(1) Firm name and address:

(2) Telephone:

(3) Type of firm: (check one)

Individual_____ Partnership_____ Corporation_____

(4) License No. _____ Class: _____

Name of license holder _____

(5) Have you or any of your principals ever been licensed under a different name or different license number? (Response must include information pertaining to principals, association outside of the firm bidding this Project). _____ If Yes, give name and license number.

(6) Names and titles of all principles of the firm:

_____	_____
_____	_____
_____	_____

(7) Number of years as a contractor in this type of construction work:

(8) Person who inspected work site for your firm:

Name and Title _____

Date of Inspection _____

(9) How many years experience has your firm had in school construction work?

(a) as a general contractor? _____

(b) as a subcontractor? _____

Has your firm or any of its principals defaulted so as to cause a loss to a surety? (Response must include information pertaining to principals, association outside of the firm bidding this Project).

_____ If the answer is "Yes," give dates, names and address of surety and details.

(10) Have you or any of your principals been assessed damages for any project in the past three years? (Response must include information pertaining to principals' association outside of the firm bidding this Project). _____. If "Yes", explain:

(11) Have you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to a public construction project during the past three years? (Response must include information pertaining to principals' association outside of the firm bidding this Project). _____ If "Yes", provide name of public agency and details of the dispute.

(12) Have you or any of your principals ever failed to complete a project in the last three years? (Response must include information pertaining to principals' association outside of the firm bidding this Project). _____. If so, give owner's name and details:

(13) List the names, addresses and telephone numbers of three Architects or Engineers whose jobs you have worked on in the past three years:

Name

Address

Telephone

()

()

()

(14) Do you now or have you ever had any direct or indirect business, financial, or other connection with any official, employee or consultant of the District or Architect? _____

If so, please elaborate:

(15) Additional information required:

List of Reference's - Public Works Projects of similar nature preferably in a School/Community College /University within the last three (3) years. DISTRICT has discretion to require more than three references.

1. Name _____
Address and Telephone _____

Contact Person _____
Type of Construction Project _____
Dates of commencement and completion of Construction Project _____

Contract Amount _____
Architect _____
Architect's Address and Telephone _____
DSA or public agency inspector _____
Address and Telephone _____
2. Name _____
Address and Telephone _____

Contact Person _____
Type of Construction Project _____
Dates of commencement and completion of Construction Project _____

Contract Amount _____
Architect _____
Architect's Address and Telephone _____

DSA or public agency inspector _____
Address and Telephone _____
3. Name _____
Address and Telephone _____
Contact Person _____
Type of Construction Project _____
Dates of commencement and completion of Construction Project _____
Contract Amount _____
Architect _____
Architect's Address and Telephone _____
DSA or public agency inspector _____

Address and Telephone: _____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Information Required of Bidder, pages 1 through 4, is true and correct. Executed this _____ day of _____, 20____, at _____ State of California
City, County

Signature

Print Name

Title _____

PROJECT NAME:	BID NO. #22-10		
PROJECT NUMBER:	Unit Price Bid for Concrete and Masonry Services, as Needed, Various Sites		
TO:	Max Van de Mortel	EMAIL:	vandemortelm@svusd.org

DATE:			
FROM:		EMAIL:	
DOCUMENT/DIVISION NUMBER:		DRAWING NUMBER:	

REQUESTED CLARIFICATION:
RESPONSE TO CLARIFICATION:

16

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.,) and any amendments thereof, each Bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a 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 Contractor's total bid, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone 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 Contractor's total bid where 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 Contractor's total bid where 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.

All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

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

DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	E-Mail & Telephone*	DIR Registration Number*

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	<i>E-Mail & Telephone*</i>	<i>DIR Registration Number*</i>

This information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the District receives this information in a timely manner. The District is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the District, the District's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder.

Proper Name of Bidder:

Date: _____

Name: _____

Signature of Bidder _____

Representative: _____

Address: _____

Phone: _____

BID FORM

**BID NO. #22-10, Unit Price Bid for Concrete and Masonry Services, as Needed,
Various Sites**

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

CONTRACTOR

NAME: _____

ADDRESS: _____

TELEPHONE: () _____

FAX: () _____

EMAIL _____

TO: Saddleback Valley Unified School District, acting by and through its Governing Board,
herein called "Owner".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the Owner, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

BID NO. #22-10, UNIT PRICE BID FOR CONCRETE & MASONRY SERVICES

in the Owner described above, all in strict conformance with the drawings and other Contract Documents on file at the Owner Offices of said Owner for amounts set forth herein.

**UNIT PRICE BID NO #22-10, Unit Price Bid for Concrete and Masonry Services, as
Needed, Various Sites**

TO: Saddleback Valley Unified School District, acting by and through its Governing Board, herein called "DISTRICT".

Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the construction of **UNIT PRICE BID NO. #22-10, CONCRETE & MASONRY SERVICES**

1. In the DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.
2. ADDENDA: The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda).

3. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____

**BID NO. #22-10,
Unit Price Bid for Concrete and Masonry Services, as Needed, Various Sites**

LINE ITEMS SHALL REFLECT COMPLETE COST FOR WORK DESCRIBED (INCLUDING ALL COSTS FOR LABOR, MATERIALS, EQUIPMENT, TRANSPORT AND FEES; INCLUDING MARK UP OVER AND ABOVE DIRECT COSTS).

NOTE: The “Minimum Charge” shall be used only when the cost to perform a project, based on the unit pricing, is less than the actual cost to mobilize a team to perform the project. The contractor would charge the “Minimum Move in Charge” and not the line item pricing. The Minimum Move in Charge is not in addition to the line item pricing but in place of the line item pricing. You may NOT charge both.

1.	Remove and replace, 4” Concrete reinforced with #3 rebar, 18” on center.	
	A. Minimum Charge	\$ _____
	B. 0 – 500 Square Feet – Cost per S.F.	\$ _____
	C. 501 – 1000 Square Feet – Cost per S.F.	\$ _____
	D. 1001 – 3000 Square Feet – Cost per S.F.	\$ _____
	E. 3001 S.F. and Above – Cost per S.F.	\$ _____
2.	Installation of NEW 4” Concrete reinforced with #3 rebar, 18” on center, over brushed grade.	
	A. Minimum Charge	\$ _____
	B. 0 – 500 Square Feet – Cost per S.F.	\$ _____
	C. 501 – 1000 Square Feet – Cost per S.F.	\$ _____
	D. 1001 – 3000 Square Feet – Cost per S.F.	\$ _____
	E. 3001 S.F. and Above – Cost per S.F.	\$ _____
3.	Rough grade dirt or grass area, including removal and place 4” New concrete reinforced with #3 rebar, 18” on center.	
	A. Minimum Charge	\$ _____
	B. 0 – 500 Square Feet – Cost per S.F.	\$ _____
	C. 501 – 1000 Square Feet – Cost per S.F.	\$ _____

	D. 1001 – 3000 Square Feet –	Cost per S.F.	\$ _____
	E. 3001 S.F. and Above –	Cost per S.F.	\$ _____
4.	Placement of additional 1” Concrete to any of the above units, Cost per S.F.		\$ _____
5.	Placement of additional 1” Concrete to any of the above units, including removal Cost per S.F.		\$ _____
6.	Placement of 3” Aggregate Base to any of the above units. Cost per S.F.		\$ _____
7.	Substitute #3 rebar with new #4 rebar to any of the above units. Cost per S.F.		\$ _____
8.	Remove and Replace 6” Concrete Curb and Gutter		
	A. Minimum Charge		\$ _____
	B. 0 – 100 Linear Feet –	Cost per L.F.	\$ _____
	C. 101 – 300 Linear Feet –	Cost per L.F.	\$ _____
	D. 301 – 500 Linear Feet –	Cost per L.F.	\$ _____
	E. 501 L.F. and Above –	Cost per L.F.	\$ _____
9.	Remove and Replace 8” Concrete Curb and Gutter		
	A. Minimum Charge		\$ _____
	B. 0 – 100 Linear Feet –	Cost per L.F.	\$ _____
	C. 101 – 300 Linear Feet –	Cost per L.F.	\$ _____
	D. 301 – 500 Linear Feet –	Cost per L.F.	\$ _____
	E. 501 L.F. and Above –	Cost per L.F.	\$ _____

10.	Installation of new 6"curb and gutter	
	A. Minimum Charge	\$_____
	B. 0 – 100 Linear Feet – Cost per L.F.	\$_____
	C. 101 – 300 Linear Feet – Cost per L.F.	\$_____
	D. 301 – 500 Linear Feet – Cost per L.F.	\$_____
	E. 501 L.F. and Above – Cost per L.F.	\$_____
11.	Installation of new 8"curb and gutter	
	A. Minimum Charge	\$_____
	B. 0 – 100 Linear Feet – Cost per L.F.	\$_____
	C. 101 – 300 Linear Feet – Cost per L.F.	\$_____
	D. 301 – 500 Linear Feet – Cost per L.F.	\$_____
	E. 501 L.F. and Above – Cost per L.F.	\$_____
12.	Remove and Replace 6" Concrete Curb	
	A. Minimum Charge	\$_____
	B. 0 – 100 Linear Feet – Cost per L.F.	\$_____
	C. 101 – 300 Linear Feet – Cost per L.F.	\$_____
	D. 301 – 500 Linear Feet – Cost per L.F.	\$_____
	E. 501 L.F. and Above – Cost per L.F.	\$_____

13.	Remove and Replace 8" Concrete Curb	
	A. Minimum Charge	\$_____
	B. 0 – 100 Linear Feet – Cost per L.F.	\$_____
	C. 101 – 300 Linear Feet – Cost per L.F.	\$_____
	D. 301 – 500 Linear Feet – Cost per L.F.	\$_____
	E. 501 L.F. and Above – Cost per L.F.	\$_____
14.	Installation of new 6" Concrete Curb	
	A. Minimum Charge	\$_____
	B. 0 – 100 Linear Feet – Cost per L.F.	\$_____
	C. 101 – 300 Linear Feet – Cost per L.F.	\$_____
	D. 301 – 500 Linear Feet – Cost per L.F.	\$_____
	E. 501 L.F. and Above – Cost per L.F.	\$_____
15.	Installation of new 8" Concrete Curb	
	A. Minimum Charge	\$_____
	B. 0 – 100 Linear Feet – Cost per L.F.	\$_____
	C. 101 – 300 Linear Feet – Cost per L.F.	\$_____
	D. 301 – 500 Linear Feet – Cost per L.F.	\$_____
	E. 501 L.F. and Above – Cost per L.F.	\$_____

16.	Concrete Flow line (6" thick, 3' wide w/ four no# 4 rebar continuous)	
	A. Minimum Charge	\$ _____
	B. 0 – 100 Square Feet – Cost per S.F.	\$ _____
	C. 101 – 300 Square Feet – Cost per S.F.	\$ _____
	D. 301 – 500 Square Feet – Cost per S.F.	\$ _____
	F. 501 S.F. and Above - Cost per S.F.	\$ _____
17.	Concrete Grinding: 0" to 1-1/2" Deep	
	A. Minimum Charge	\$ _____
	B. Grinding Cost per S.F.	\$ _____
	MISCELLANEOUS PROJECTS- Units 18,19,20 below shall only apply to Specific District projects not referenced in Unit Bid items 1 thru 17	
18.	hourly pay rate for:	
	A. cost per hour for Foreman w/pick-up	\$ _____ HR
	B. cost per hour for Journeyman Mason	\$ _____ HR
	C. cost per hour for Laborer	\$ _____ HR
19.	Operated Equipment:	
	A. Backhoe Cost per Hour	\$ _____ HR

	B.	Skip Loader	Cost per Hour	\$_____HR
	C.	10 Wheel Dump Truck	Cost per Hour	\$_____HR
	D.	3.5 Ton Roller	Cost per Hour	\$_____HR
	E.	8 Ton Roller	Cost per Hour	\$_____HR
	F.	Bobcat	Cost per Hour	\$_____HR
	G.	Water Truck	Cost per Hour	\$_____HR
	H.	Blade	Cost per Hour	\$_____HR
	I.	950 Loader	Cost per Hour	\$_____HR
	J.	Sweeper	Cost per Hour	\$_____HR
20.	Other Costs - mark-up over and above direct cost:			
	A.	Rental Equipment	% Mark-up	_____%
	B.	Materials	% Mark-up	_____%
	C.	Supplies and Miscellaneous	% Mark-up	_____%
	D.	Dump Fees	% Mark-up	_____%

EXHIBIT A

UNIT COST BID ITEM DESCRIPTIONS

NOTE: Minimum Charge

The “Minimum Charge” shall be used only when the cost to perform a project, based on the unit pricing, is less than the actual cost to mobilize a team to perform the project. The contractor would charge the “Minimum Charge” and not the line item pricing. The Minimum Charge is not in addition to the line item pricing but in place of the line item pricing. You may NOT charge both.

1. Remove and replace existing 4” Concrete:

Remove 4” of existing concrete and dispose of off-site. Re-grade and re-compact area of concrete removal, and place 4” of new concrete, reinforced with No #3 rebar, 18” on center, with new doby’s. Includes doweling of adjacent concrete and all associated costs.

2. Installation of 4” NEW Concrete over brushed grade. Level, grade to balance and compact dirt area for new concrete. Place 4” of new concrete reinforced with No #3 rebar, 18” on center, with doby’s. Includes doweling of adjacent concrete and all associated costs.

3. Rough grade dirt and or grass area, including removal and place 4” concrete.

Remove dirt and /or grass to a depth of 4” and haul all spoils to the dump. Grade and compact area of new concrete. Place 4” of new concrete reinforced with No #3 rebar 18” on center with doby’s. Includes doweling adjacent concrete and all associated costs.

8. Remove and Replace 6” Concrete Curb and Gutter

Remove existing 6” concrete curb and gutter and dispose of off-site. Re-grade and re-compact area of concrete removal and place new concrete curb w/6” face and gutter.

9. Remove and Replace 8” Concrete Curb and Gutter

Remove existing 8” concrete curb and gutter and dispose of off-site. Re-grade and re-compact area of concrete removal and place new concrete curb w/6” face and gutter.

10. Installation of new 6” Curb and Gutter.

Level, grade to balance and compact dirt area for new concrete and place new concrete curb w/6” face and gutter.

11. Installation of new 8” Curb and Gutter.

Level, grade to balance and compact dirt area for new concrete and place new concrete curb w/8” face and gutter.

12. Remove and Replace 6” Concrete Curb

Remove existing 6” concrete curb and dispose of off-site. Re-grade and re-compact area of concrete removal and place new concrete curb w/6” face..

13. Remove and Replace 8” Concrete Curb

Remove existing 8” concrete curb and dispose of off-site. Re-grade and re-compact area of concrete removal and place new concrete curb w/8” face.

14. Installation of new 6" Concrete Curb.

Level, grade to balance and compact dirt area for new concrete and place new concrete curb w/6" face. Includes all associated costs.

15. Installation of new 8" Concrete Curb.

Level, grade to balance and compact dirt area for new concrete and place new concrete curb w/8" face. Includes all associated costs. Concrete Flow line (6" thick x 3' wide)

Level, grade to balance and compact dirt area for new concrete and place new 6 inch thick by 3 feet wide concrete flow line w/ 4 - #4 rebar continuous. Includes all associated costs.

16. Concrete Flow line 6" thick, 3' wide w/ four no# 4 rebar continuous

17. Concrete Grinding

Grind existing concrete to a depth of 0" to 1-1/2" as required and clean up. Includes all associated costs.

SPECIFICATIONS

1. GENERAL

1.1. MATERIALS

- 1.1.1. CEMENT: ASTM C150, Type I; Type II, low alkali, may be required, dependent upon aggregate source.

1.2. QUALITY

1.2.1. AGGREGATES:

ASTM C33. Obtain from an approved source to insure uniform quality and grading; deliver so that moisture content variations will not decrease production of reasonable uniform concrete. Do not use aggregates that are reactive with alkalis.

1.2.2. MIX DESIGN:

Mix design shall be RS 300T34 (Robertson), 520 C2500 or equivalent. **Pea gravel mix** designs shall not be used unless prior written District approval.

1.3. STRENGTH

- 1.3.1 Concrete shall develop a minimum ultimate compressive strength of 2500 psi unless otherwise specified.

1.4. REINFORCING

- 1.4.1 Reinforcing Steel: Bars, ASTM 615-75, grade 40; wire, ASTM A82; wire mesh, ASTM A185. Reinforcing steel bars (Rebar) shall always be used. (No# 3 rebar, 18" on center minimum) for flatwork **All reinforcing steel shall include Doby's**. Rebar dowels shall always be installed every 18 inches in existing concrete adjacent to new concrete being placed.

2. EXECUTION

2.1. CURING

- 2.1.1 Concrete slabs and paving shall be properly cured and protected against damage and defacement of any nature during construction operation. If weather is hot or surface has dried out, spray surface with fine mist of water starting no later than two (2) hours after final troweling. Surface of finish shall be kept continuously wet for at least ten (10) days and covered with moisture resistant material to keep concrete moist whenever possible. Wetting is considered emergency work and shall be performed weekends and holidays if necessary.
- 2.1.2 In lieu of water curing, within twenty-four (24) hours after finishing, the concrete may be cured with a clear liquid curing compound such as "Hunt Process Clear," **or equal**, applied in accordance with manufacturer's recommendations.
- 2.1.3 **Contractor shall be responsible for any defacement of concrete for twenty-four (24) hours following completion of concrete placement.**

- 2.1.4 Excessive concrete cracking shall be removed and replaced at no additional cost to the District.
- 2.2 EXPANSION JOINTS
 - 2.2.1 Curbs and gutters – twenty foot (20') O.C. maximum – Cellotex “Flexcell”, **or equal**, one-half inch (½”) thick.
 - 2.2.2 Walks and slabs – expansion joints shall be one-half inch (½”) thick Cellotex “Flexcell”, **or equal**. All expansion joints shall be caulked with appropriate caulking material. Expansion joints shall be determined on a project-by-project basis.
- 2.3 CONTROL JOINTS
 - 2.3.1 Control joints shall be determined on a project-by-project basis. Cost of control joints are to be included as part of the flatwork square footage cost. Control joints shall be tooled to a depth of one inch (1”). Substitution of saw cut control joints shall be permitted **with prior approval by the District representative**.
- 2.4 FINISH
 - 2.4.1 Walks and pavements: All onsite concrete paving finish shall be determined on a project-by-project basis.
 - 2.4.2 Gutters and Swales: Light broom finish with three inch (3”) wide steel trowel finish at flow lines.
 - 2.4.3 Curbs: Steel trowel finish.
 - 2.4.4 Ramps, Stair Treads and Landings: Light broom finish with abrasive. Provide slip- resistant nosing. Two inch (2”) wide Yellow line shall be painted adjacent to nose and shall extend the entire width of each tread.
 - 2.4.5 On-site Drive Aprons: Heavy broom finish

3. OFF-SITE CONCRETE WORK

3.1 Concrete driveway apron, street sidewalks, curbs, curb cuts for handicap access and gutters, etc., indicated to be constructed outside of property lines shall conform to the standards and specifications of the public agency having jurisdiction and shall be subject to inspection by its representative. The Contractor shall obtain and pay for all necessary permits and fees. The District will pay for all inspection fees.

FAITHFUL PERFORMANCE BOND

FAITHFUL PERFORMANCE KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Saddleback Valley Unified School District of Orange County, California (hereinafter referred to as "DISTRICT"), awarded to _____ (hereinafter referred to as the "Contractor/Principal") the contract for the work described as follows:

Bid # 22-10

Unit Price Bid for Concrete and Masonry Services, as Needed, Various Sites

WHEREAS, said Contractor/Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference; Bid # 22-10,

Unit Price Bid for Concrete and Masonry Services, as Needed, Various Sites

NOW, THEREFORE, we the undersigned Contractor, as Principal, and Surety are held and firmly bound to the DISTRICT in the sum of _____ Dollars, \$_____. This amount being not less than one hundred percent (100%) of the total amount payable by the DISTRICT under the terms of the contract awarded by the DISTRICT to the Contractor/Principal), lawful money of the United States of America, for payment of which sum 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, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract and any alteration thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and affect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of _____ () year(s) after the acceptance of the work by DISTRICT, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the DISTRICT from loss or damage made evident during the period of _____ () year (s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation of Contractor remains.

Whenever Contractor/Principal shall be, and is declared by the DISTRICT to be, in default under the contract, the DISTRICT having performed the DISTRICT' s obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the DISTRICT, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by the DISTRICT under the contract and any modifications thereto, less the amount previously properly paid by the DISTRICT to the Contractor/Principal.

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

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

No right of action shall accrue on this bond to or for the use of any person or corporation other than the DISTRICT named herein or the successors or assigns of the DISTRICT. Any suit under this bond must be instituted within the applicable statute of limitations period.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation or modification of the Project documents, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Project documents or of work to be performed thereunder.

Contractor/Principal, and Surety agree that if the DISTRICT is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay DISTRICT's reasonable attorney's fees incurred, with or without suit, in addition to the above amount.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

This _____ day of _____, 20_____.

Contractor/Principal

(Seal)

By _____
Signature

Print Name and Title

Surety

By _____
Print Name and Title

SEAL AND NOTARY
ACKNOWLEDGEMENT
SURETY

(Seal)

(Mailing Address and Telephone
No.of Surety)

PAYMENT BOND

WHEREAS, the Project identified above is a public works project in accordance with applicable law, and the District identified above awarded to the Contractor identified above (herein, the “Principal”) a contract providing for completion of the Project (“Contract”); and

WHEREAS, the Contract and/or California Civil Code Section 9550 *et seq.* require that the Principal furnish a labor and materials payment bond to the District that ensures the faithful performance of the Principal’s obligations under the Contract to pay for materials, labor, and other things as required by law, which bond must have a penal sum equal to one hundred percent of the total amount payable by the District to the Principal under the Contract; and

WHEREAS, the Surety identified above hereby represents to the District that the Surety is an “admitted surety insurer” in accordance with Section 995.120 of the California Code of Civil Procedure;

NOW, THEREFORE, we, the Principal and Surety, are hereby held and firmly bound to the District in an amount of lawful money of the United States of America equal to the Penal Sum specified above, the payment of which well and truly to be made, we hereby bind, jointly and severally, ourselves and our heirs, executors, administrators, and successors.

THE CONDITION OF THIS OBLIGATION is that, if the Principal, or any of its heirs, executors, administrators, successors or assigns, or any of its subcontractors, fail in connection with the Project to pay as and when required (1) any of the persons authorized by California Civil Code Section 9100 to assert a claim against the Payment Bond, (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or (3) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from wages of employees of the Principal or any of its subcontractors under Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety shall pay, in full, any and all claims for such amounts, in a total amount not in excess of the penal sum set forth herein, and also, in case suit is brought upon this Payment Bond, such reasonable attorneys’ fees as are fixed by the court.

This Payment Bond shall inure to the benefit of any and all of the persons named in California Civil Code Section 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Payment Bond.

The Surety hereby stipulates and agrees that this Payment Bond shall not be exonerated and the Surety shall not be released from its obligations under this Payment Bond on account of: (1) any extension of time, change, amendment or other modification of the Contract or other Project documents, or of the Principal’s rights and/or obligations pursuant thereto, and Surety hereby waives notice of any and all such modifications; (2) any rescission or attempted rescission of the Contract or this Payment Bond; (3) any fraud of any person or entity other than fraud of a claimant in making a claim on this Payment Bond; or (4) any breach of any contract by the District, the Principal, or any person or entity for whose benefit Surety has issued this Payment Bond. The Surety further stipulates and agrees that this Payment Bond shall be construed most strongly against the Surety and in favor of the persons and entities for whose benefit Surety has issued this Payment Bond.

Each person that signs this Payment Bond on behalf of the Principal or the Surety thereby

represents and warrants that the party he or she represents has duly authorized him or her to sign, and thereby bind such party to, this Payment Bond.

IN WITNESS WHEREOF, the Principal and Surety have executed this Payment Bond as evidenced by the signatures, below, of their respective, duly-authorized representatives. The Surety shall not be deemed to have fully and appropriately executed this Payment Bond unless Surety has provided all of the following information:

PRINCIPAL

Company Name

Representative Signature

Representative Name

Representative Title

Date Signed

Principal: Attach Notary acknowledgment to this Payment Bond and, if applicable, imprint corporate seal in the space below this line.

**SURETY'S SOUTHERN
CALIFORNIA/LOCAL
REPRESENTATIVE**

Company Name

Street Address

City, State, Zip Code

Representative Name

Representative Telephone Number

Surety: Attach Notary acknowledgment and power of attorney to this Payment Bond and imprint corporate seal in the space below this line.

(Public Contract Code Section 7106)

_____ being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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WORKERS' COMPENSATION
(FORM MUST BE SUBMITTED WITH THE BID)

Labor Code Section 3700.

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 as 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.
- (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 March 31, 1979, a political subdivision of the state that, on December 31, 1978, was uninsured 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 of the Labor Code.

I am aware of the provisions of Labor Code Section 3700, 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.

Name of the Contractor

By _____
Signature

Print Name

Title

Date

(In accordance with Section 1860 and 1861 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

DRUG-FREE WORKPLACE CERTIFICATION
(FORM MUST BE SUBMITTED WITH THE BID)

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace 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 the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) 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) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

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

NAME OF CONTRACTOR

Signature

Print Name

Title

Date

**CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND
TOBACCO-FREE CAMPUS POLICY**

The CONTRACTOR agrees that it will abide by and implement the DISTRICT'S Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT owned or leased buildings, on DISTRICT property and in DISTRICT vehicles.

CONTRACTOR NAME: _____

Signed by: _____

Date: _____

CONTRACTOR'S CERTIFICATE REGARDING
NON-ASBESTOS CONTAINING MATERIAL

Per Special Provisions, and Article 69 of the General Terms and Conditions.

Certification for: Bid # 22-10, Unit Price Bid for Concrete and Masonry Services, as Needed, Various Sites

We hereby certify that no Asbestos, or Asbestos containing materials shall be used in this project or in any tools, devices, clothing or equipment for the completion of this project.

The contractor further certifies that all employees have been instructed with respect to the standards, hazards, risks and liabilities of Asbestos contained materials.

Asbestos and/or asbestos containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite and actinolite.

Any or all material containing greater than one-tenth of one percent asbestos shall be defined as asbestos containing material.

Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy. The costs of any such tests shall be paid by the contractor if the material is found to contain asbestos.

All materials found to contain asbestos or material installed with asbestos containing equipment will be immediately rejected and this work will be removed at no additional cost to the District.

DATE

NAME OF CONTRACTOR

By _____

Print Name

Title

REQUEST FOR SUBSTITUTION AT TIME OF BID

Pursuant to Public Contract Code section 3400, bidder submits the following request to Substitute for the item that is specified. I understand that if the request to substitute is not an “or equal” or is not accepted by District and I answer “no, I will not provide the specified item”, then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specification Section	Specified Item	Requested Substituted Item	Contractor Agrees to Provide Specified Item if request to Substitute is Denied ¹ (circle one)	District Decision (circle one)
1.				Yes No	Grant Deny
2.				Yes No	Grant Deny
3.				Yes No	Grant Deny
4.				Yes No	Grant Deny
5.				Yes No	Grant Deny
6.				Yes No	Grant Deny
7.				Yes No	Grant Deny
8.				Yes No	Grant Deny
9.				Yes No	Grant Deny
10.				Yes No	Grant Deny
11.				Yes No	Grant Deny
12.				Yes No	Grant Deny

¹ Bidder must state whether bidder will provide the Specified Item in the event the Substitution request is evaluated and denied. If bidder states that bidder will not provide the Specified Item, the denial of a request to Substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder’s request for Substitution is denied, bidder shall provide the Specified Item(s).

AGREEMENT
(To be completed after award)

THIS AGREEMENT, dated _____ in the County of Orange, State of California, by and between SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT" or "OWNER, " and _____ hereinafter referred to as "CONTRACTOR."

WITNESSETH :

That the DISTRICT and the CONTRACTOR for the consideration stated herein, agree as follows:

1. The complete contract includes all of the contract documents, including the Notice to Bidders Calling For Bids, Information for Bidders, Bid Form, Designation of Subcontractors (if applicable), Contractors Certificate Regarding Worker's Compensation, Performance and/or Payment Bond, if applicable, Insurance Policies or Certificates, General Conditions, if any, Plans, Drawings, Specifications, and this Agreement, **Bid # 22-10, Unit Price Bid for Concrete & Masonry Services, as Needed, Various Site** and all, modifications and amendments thereto, by this reference incorporated herein. The contract documents are complementary, and what is called for by any shall be as binding as if called for by all.
2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement, everything required to be performed and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services as described in the complete contract and required by Bid # 22-10, Unit Priced Bid for Concrete & Masonry Services, as Needed, Various Sites.

All of said work to be performed and materials to be furnished shall be provided and completed in a good workmanlike manner in strict accordance with the Plans, Drawings, Specifications and provisions of the complete contract as hereinabove defined. The Contractor shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation and the Contractor shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Office of State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the District office within three (3) working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the contract documents. 3. District shall pay to the Contractor, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the total amount as stipulated in the proposal.

4. Any work shall not commence before The District's Notice to Proceed (Purchase Order) has been issued and shall be completed on or before the dates stated in the District's Notice to Proceed. **The initial term of the contract is from July 1, 2023 through June 30, 2026, with two (2) optional annual renewals**

5. Time is of the essence. If the work is not completed in accordance with Paragraph 4 above, it is understood that the District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85 it is agreed that Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the sum of one thousand dollars- (\$1,000.00) for each calendar day of delay until work is completed and accepted. This amount shall be

deducted from any payments due to or to become due to Contractor. Contractor and Contractor's surety shall be liable for the amount thereof. Time extensions may be granted by the District as provided in Article 64 of the General Conditions.

6. The number of copies of drawing and specifications to be furnished to Contractor free of charge, as provided in the General Conditions, is one (1)

7. The number of executed copies of the Agreement, the Contractor's Certificate, the Performance Bond, and the Payment Bond required is one (1)

8. If Contractor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____ and that
_____ whose title is _____
is authorized to act for and bind the corporation.

9. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

10. The Contractor 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 Contractor shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the contractor's failure to comply strictly with the IRCA.

11. The complete contract, as set forth in Paragraph 1 of this Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this Contract, exists between the parties. This Contract can be modified only by an agreement in writing, signed by both parties and pursuant to action of the Governing Board.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT
SADDLEBACK VALLEY
By: UNIFIED SCHOOL DISTRICT

CONTRACTOR
By: _____

(Signature of DISTRICT)

(Signature of CONTRACTOR)

Print Name

Contractor's License No & Tax ID Number.

Title

Print Name

DATE: _____

