
Bid No. 0510-418

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DRAWINGS

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END OF DOCUMENT

NOTICE TO BIDDERS

1. Notice is hereby given that the governing board ("Board") of the Sacramento City Unified School District ("District") will receive sealed bids for the following project, Bid No. 0510-418, C.K. McClatchy Tennis Court Overlay ("Project").
2. The Project consists of installing 1-1/2" Petromat overlay and Plexipave tennis court surface, removing fence fabric for construction and reinstalling when complete, cutting net post sleeve and rewelding to correct height, and filling concrete rain channels with AC per plans and specifications.
3. The estimate for this project is \$170,000. To bid on this Project, the Bidder is required to possess one or more of the following State of California Contractor Licenses: A - General Engineering or B - General Building. The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.
4. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations. The Bidder's registration must remain active throughout the term of the Contract.
5. The District utilizes construction program management software, e-Builder™, for its construction projects. To register with e-Builder and access bid packages, please go to <https://bidders.e-builder.net/landing?bidpackageid=941cf8f2-701e-4494-a2d1-6e1021aa4501>. This link will provide registration instructions and allow you access to the bid documents, plans and specifications. All bid information, documents, etc. will be in e-Builder. If you need technical assistance, please contact technical support at e-Builder, (888) 288-5717, or email support@e-builder.com.

INSTRUCTIONS TO BIDDERS

Contractors shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

Sacramento City Unified School District ("District") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District.

17. Bids are requested for a general construction contract, or work described in general, for the following project ("Project" or "Contract"):

0510-418, C.K. MCCLATCHY TENNIS COURT OVERLAY

18. District will receive sealed Bids from Bidders as stipulated in the Notice to Bidders.
19. Work under this contract shall be completed within sixty-one (61) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.
20. Time is of the essence for all work under this Agreement. woP6(e)6(ment)-5(.)-8()-8(wo)6(P6(e)6(mer

29. Bids shall be clearly written without erasure or deletions. District reserves the right to reject any Bid containing erasures or deletions.
30. Bidders shall not modify the Bid Form and Proposal or qualify their Bids. Bidders shall not submit to the District a scanned, re-typed, word-processed, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.
31. The Bidder and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of

of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;

- f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Agreement that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
- g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants,

investigation of all conditions affecting the Work and must not rely on information provided by District.

33. Bidders may examine any available "as-built" drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of "as-built" drawings. The document entitled Existing Conditions applies to all supplied "as-built" drawings.
34. All questions about the meaning or intent of the Contract Documents are to be directed in writing to the District. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda emailed, faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents. Questions received less than SEVEN (7) calendar days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
35. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
36. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.
37. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Contractor's damages and/or claims related, in any way, to that Contractor's basing its bid on any requested substitution that the District has not approved. Contractors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section

- b. Bids must be submitted to the Contracts Office by date and time shown in the Notice to Bidders.
 - c. Bids must contain all documents as required herein.
39. Bids will be opened at or after the time indicated for receipt of bids.
40. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.
41. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.
42. Time for Completion: District may issue a Notice to Proceed within THREE (3) months from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.
- a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this three-month period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.
 - b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a three-month period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this three-month period shall be by written notice to District within TEN (10) calendar days after receipt by Contractor of District's notice of postponement.
 - c. It is further understood by the Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.
 - d. Should the Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.
43. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the SEVENTH (7th) calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as non-responsive.
- a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
 - b. Escrow of Bid Documentation: This must include all required documentation. See the document Escrow of Bid Documentation for more information.

- c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- d. Payment Bond (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.
- e. Insurance Certificates and Endorsements as required.
- f. Workers' Compensation Certification.
- g. Prevailing Wage and Related Labor Requirements Certification.
- h. Drug-

DOCUMENT 00 21 13.1

BIDDER INFORMATION AND FORMS

B. Project Name: _____

Location: _____ Date completed: _____

Project Description (Scope of work, similarities to current advertised project):

Debt	Total Debt	c		g	
Ratio	Total Net Worth	d	c / d	h	g / h

3. Licensing: Your License Number: _____ (Bidder must be a licensed contractor in California for the appropriate classification for the project being advertised.)

a. Has your license ever been revoked or suspended?

YES NO If yes, please explain (include dates, alleged misconduct, findings, and terms of the revocation or suspension).

b. Has a complaint ever been filed with the Contractor's State License Board against your company that required a formal hearing or inquiry?

YES NO If yes, provide explanation

c. Have you ever been licensed in California under a different name or license number?

YES NO If yes, provide name and/or license number.

Was that license ever revoked or suspended?

YES NO If yes, provide explanation

4. Safety: Has Cal OSHA, Federal OSHA, the EPA or any Air Quality Management District cited your firm in the past three (3) years?

YES NO If yes, attach a copy and description of each citation.

5. Arbitration and Litigation History: Has your firm had any claims, litigation, or disputes ending in mediation or arbitration, or termination for cause associated with any project (either by your company or against your company) in the past five (5) years?

YES NO If yes, attach a description of each instance including details of total claim amount, settlement amount and owner's name and phone number.

6. Prior Disqualifications, Criminal Matters, and Related Civil Suits:

- a. Has your firm ever been disqualified from performing work for the Sacramento City Unified School District?

YES NO If yes, provide the following information:

Project name: _____

Date of disqualification: _____

Duration of disqualification: _____

Reason for disqualification: _____

- b. Has your firm ever been disqualified from performing work for any contracting entity other than the Sacramento City Unified School District:

YES NO If yes, provide the following information:

Contracting Entity Name: _____

Date of disqualification: _____

Duration of disqualification:

Questionnaire Certification

The undersigned declares under penalty of perjury that all information submitted in this questionnaire is current, true and accurate, and that this declaration was executed by the undersigned on:

(Date)

(Name and Title) printed or typed

(Signature)

(Firm Name)

OR

Previously Submitted Questionnaire Certification

(Questionnaires completed prior to January 1, 2017 are no longer valid)

The undersigned declares under penalty of perjury that all information previously submitted to the District remains to be complete, true, and correct, and that this declaration was executed by the undersigned on:

(Date)

(Name and Title) printed or typed

(Signature)

(Firm Name)

END OF DOCUMENT

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

- d. Any information shown or indicated in the reports and other data supplied herein with respect to existing underground facilities at or contiguous to the Project may be based upon information and data furnished to District by the District's employees and/or consultants or builders of such underground facilities or others. District does not assume responsibility for the completeness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information.
- e. District shall be responsible only for the general accuracy of information regarding underground facilities, and only for those underground facilities that are owned by District, and only where Bidder has conducted the independent investigation required of it pursuant to the Instructions to Bidders, and discrepancies are not apparent.

51. Investigations/Site Examinations

- a. Before submitting a Bid, each Bidder is responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.
- b. On request, District will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid. Bidders must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice to Bidders and only under the provisions of the Contract Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work, and District's prior approval.

END OF DOCUMENT

GEOTECHNICAL DATA

52. Summary

This document describes geotechnical data at or near the Project that is in the District's

equipment or structures that were encountered during subsurface exploration. The term "technical data" does not include, and Bidder may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.

- (2) The term "technical data" shall not include the location of underground facilities.
- (3) Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder may rely upon the general accuracy of the "technical data" contained in such reports or drawings.
- (4) Bidder is solely responsible for any interpretation or conclusion drawn from any "technical data" or any other data, interpretations, opinions, or information provided in the identified reports and drawings.

55. Investigations/Site Examinations

- a. Before submitting a Bid, each Bidder is responsible for conducting or obtaining any

BID FORM AND PROPOSAL

Sacramento City Unified School District ("District" or "Owner")

From: _____
(Proper Name of Bidder)

ACKNOWLEDGEMENT OF GENERAL CONDITIONS

The General Conditions and definitions therein are accessible on the SCUSD website a

- 66. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
- 67. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
- 68. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
- 69. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____, 2018

Name of Bidder _____

Type of Organization _____

Signed by _____

Title of Signer _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____

Fax Number _____

E-mail _____ Web page _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: _____

If Bidder is a corporation, affix corporate seal.

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

END OF DOCUMENT

BID BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, as _____ as Principal ("Principal"), and _____ as Surety ("Surety"), are held and firmly bound unto the Sacramento City Unified School District ("District") of County, State of California as Obligee, in the sum of:

_____ Dollars (\$ _____)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, 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 a bid to the District for all Work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded t a _____

(Affix Corporate Seal)



DOCUMENT 00 43 36

DESIGNATED SUBCONTRA

SITE VISIT CERTIFICATION

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

PROJECT: C.K. MCCLATCHY TENNIS COURT OVERLAY

Check option that applies:

_____ I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

_____ I certify that _____ (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Sacramento City Unified School District, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

