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Procurement and Contracting Requirements

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<u>Division 0</u>

10. An optional pre-bid conference and site visit will be held on May 21, 2018, at 10:00 a.m. at 3066 Freeport Blvd, Sacramento. All participants are required to meet in front of the school, near the flagpole. Bidders are required to arrive for the pre-bid conference on time and to sign an attendance list.
11. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the contract for the Work.
12. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
13. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the 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. Prevailing wage rates are also available from the District or at www.dir.ca.gov.
14. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The Contractor and all Subcontractors under the Contractor shall furnish electronic certified payroll records directly to the Labor Commissioner weekly or within ten (10) days of any request by the District or the Labor Commissioner. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, of the Labor Code.
15. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the base bid amount only.
16. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT

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.

GUUa Ybhc 7]mI b]ZYX GWcc` 8]ghf]W (8]ghf]W) k]` Yj U`i UhY]bZcfa Uh]cb gi Va]hYX Vm h\Y apparebh`ck 6]XXYf UbX,]Z]bWca d`YhY cf i bgUh]gZUWcfmhc 8]ghf]W, 6]XXYf V]X a Um VY fY`YWYX Uh the sole discretion of District.

17.

issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.

29. Bidders shall submit the Non-Collusion Declaration with their Bids. Bids submitted without the Non-Collusion Declaration shall be deemed non-responsive and will not be considered.

30.

(3) These reports and drawings are not Contract Documents and, except for any [hYwWb]WU` XUhU fY[UfX]b[gi Vgi fZUW VcbX]h]cbg gdYWZ]WU`m]XYbh]Z]Yd in Geotechnical Data and Existing Conditions, and underground facilities data, Contractor may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Contractor must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.

34. 6]XXYfg a UmYI Ua]bY UbmUj U]UV`Y [Ug-Vi]`h` XfUk]b[g cZ dfYj]ci g k cf_ Vm[]j]b[8]ghf]Vh reasonable advance notice. 8]ghf]Vh k]` bchVY fYgdcbg]V`Y Zcf UWW fUWncZ [Ug-Vi]`h` XfUk]b[g. H\Y XcW a YbhYbh]hYX 9I]gh]b[7cbX]h]cbg Udd`Yg hc U` gi dd`YX [Ug-Vi]`h` XfUk]b[g.

35. 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.

36. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.

37.

39. All Bids must be sealed, and marked with name and address of the Bidder, Project Name, date and time of bid opening. Bids will be received as indicated in the Notice to Bidders.
 - a. Mark envelopes with the name of the Project.
 - b. Bids must be submitted to the Contracts Office by date and time shown in the Notice to Bidders.
 - c. Bids must contain all documents as required herein.
40. Bids will be opened at or after the time indicated for receipt of bids.
41. 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.
42. 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

- 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. K cf_YfgD7ca dYbgUh]cb 7Yfh]Z]W]h]cb.
- g. Prevailing Wage and Related Labor Requirements Ce0912 0 612 792 reW*n

- (a) The subcontractor is registered prior to the bid opening.
- (b) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
- (c) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

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: h

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

a.

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

EXISTING CONDITIONS

49. Summary

This document describes existing conditions at or near the Project, and use of information available regarding existing conditions. This document is not part of the Contract Documents. See General Conditions for definition(s) of terms used herein.

50. Reports and Information on Existing Conditions

- a. Documents providing a general description of the Site and conditions of the Work may include previous contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding underground facilities.
- b. Information regarding existing conditions may be inspected at the District offices or reproduction and handling upon Bidder's agreement to pay for such copies. These reports, documents, and other information are not part of the Contract Documents.
- c. Information regarding existing conditions may also be included in the Project Manual, but shall not be considered part of the Contract Documents.
- d. Contractor will record the survey in digital videotape format and provide an electronic copy to the District within fourteen (14) days of the survey.
- e. Contractor may also document any pre-existing conditions in writing, provided that a memorandum documenting the same.
- f. The reports and other data or information regarding existing conditions and underground facilities at or contiguous to the Project are the following:
 - (1) Original Construction Drawings.
 - (2) Survey of Site.
 - (3) Hazardous Material Reports

51. Use of Information

- a. Information regarding existing conditions was obtained only for use of District and its consultants, contractors, and tenants for planning and design and is not part of the Contract Documents.
- b. District does not warrant, and makes no representation regarding, the accuracy or thoroughness of any information regarding existing conditions. Bidder represents and agrees that in submitting a bid it is not relying on any information regarding existing conditions supplied by District.
- c. Under no circumstances shall District be deemed to warrant or represent existing above-ground conditions, as-built conditions, or other actual conditions, verifiable by

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.

52. Investigations/Site Examinations

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

GEOTECHNICAL DATA

53. Summary

This document describes geotechnical data at or near the Project that is in the District's investigations. This document is not part of the Contract Documents. See General Conditions for definition(s) of terms used herein.

54. Geotechnical Reports

- a. Geotechnical reports may have been prepared for and around the Site by soil investigation engineers hired by Sacramento City Unified School District, and its consultants, contractors, and tenants.
- b. Geotechnical reports may be inspected at the District offices or the Construction handling upon Bidder's agreement to pay for such copies. These reports are not part of the Contract Documents.

55. Use of Data

- a. Geotechnical data were obtained only for use of District and its consultants, contractors, and tenants for planning and design and are not a part of Contract Documents.
- b. Except as expressly set forth below, District does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical data.

equipment or structures that were encountered during subsurface exploration.
H\Y hYfa Í hYWXb]WU` XUHUÍ XcYs not include, and Bidder may not rely upon, any

The above allowance shall only be allocated for unforeseen items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.

58. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
59. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
60. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time sutents and fully

67. 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

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:

(Affix Corporate Seal)

_____ Principal

_____ By

(Affix Corporate Seal)

_____ Surety

_____ By

_____ Name of California Agent of Surety

_____ Address of California Agent of Surety

_____ Telephone Number of California Agent of Surety

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

END OF DOCUMENT

SITE VISIT CERTIFICATION

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

PROJECT: C.K. MCCLATCHY POOL EQUIPMENT REPLACEMENT

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

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

Project Start Date: 6/19/2017
Completion Date: 8/25/2018

Local Education Agency: Sacramento City Unified
LEA CDS Code: 34674390000000

School or Site Information

School/Site Name: C. K. McClatchy High
School/Site CDS Code: 34674393435419
School/Site Mailing Address: 3066 Freeport Blvd.
City: Sacramento
Zip Code: 95818-4349

Energy Efficiency Project Summary

Measure Savings Source: Combination Calculator and Audit
Proposition 39 Share to be used for
Measure Implementation (\$): \$132,650.00

Benchmarking

Square Footage of School/Site: 261,110
Average Peak Demand (kW): 549
Total Annual Electric Use (kWh): 1,837,235
Total Annual Electric Charges (\$): \$229,412.00
Total Annual Gas Use (therms): 61,120
Total Annual Gas Charges (\$): \$25,394.00
Total Annual Propane Use (gals):
Total Annual Propane Charges (\$):
Total Annual Fuel Oil Use (gals):
Total Annual Fuel Oil Charges (\$):
Energy Bill Fiscal Year: 2014-15
Electric Utility: SMUD
Electric Utility Account #: 2856902, 3167589, 3168022, 327396
Gas Utility: PG&E/SPURR
Gas Utility Account #: 2303822334

Reminder: If the School/Site includes leased facilities, please include Building Owner Certification in backup documentation.

Electricity		Natural Gas	Other Fuels
2.10	W/SF		
	kWh/SF		

Energy Costs/SF/Year:	\$.98	Energy Use(Kbtu)/SF/Year:	98.81
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