

INSTRUCTIONS TO BIDDERS

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

The Eastside Union 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.

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

Eastside Elementary School Fencing Project
Fencing Project No. 2023FENCE/EES
Bid No. Fence2023/EES

2. District will receive sealed Bids from Bidders as stipulated in the Notice to Bidders.
3. Bidders must submit Bids on the Bid Form and Proposal and submit all other required District forms. Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. (See Paragraph 10, Instructions to Bidders). Additional sheets required to fully respond to requested information are permissible.
4. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
 - a. Bid Form and Proposal
 - b. Bid Bond
 - c. Designated Subcontractors List
 - d. Non-collusion Affidavit
 - e. References
 - f. Performance Bond
 - g. Payment Bond
 - h. Any and all addenda to any of the above documents
5. Bidders must submit with their Bids a bid bond by an admitted surety insurer, of not less than ten percent (10%) of amount of base Bid. If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District (Document 00150 Bid Bond). The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary and compliant bid security will be deemed non-responsive and will not be considered.
 - a. Presumption of Surety Qualifications
Each bidder is required to furnish, and file with the District, a Certificate-In-Fact, to be submitted in notarized form stating the bidder has the assurance that his Surety is qualified to do business in the State of California and also meets the requirements of the

Code of Civil Procedure 995.660. This document is titled "Surety Information" and is provided with the Contract Documents.

6. If Bidder to whom Contract is awarded fails or neglects to enter into Contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may collect on the Bid Bond and the proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. By submitting a bid, Bidder agrees that calculation of the damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine, and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.
7. Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. Failure to submit this list when required by law shall result in Bid being deemed non-responsive and the Bid will not be considered.
8. Bidders shall submit the Non-Collusion Declaration with their Bids. Bids submitted without the Non-Collusion Declaration may be deemed non-responsive and may not be considered.
9. Bids shall be clearly written without erasure or deletions. District reserves the right to reject any Bid containing erasures or deletions.
10. Bidders shall not modify the Bid Form and Proposal or qualify their Bids. Bidders shall either: 1) submit a bid on a filled out Bid Form and Proposal in the form as provided by the District, or, 2) may submit a bid that is on a retyped, word-processed version of the Bid Form and Proposal so long as the retyped or word-processed Bid Form and Proposal (and other documents) do not materially deviate from the content of the District's forms and clearly set forth all required information in a format that is substantially identical to the format of the District Bid Form and Proposal. Bids submitted on a retyped or word-processed version of the Bid Form and Proposal that materially deviate from the content of the District's forms may be deemed non-responsive and may not be considered.
11. 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 Industrial Relations, are available upon request from the California Department of Industrial Relations. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>.
12. Submission of a Bid by Bidder signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:

- a. Bidder thoroughly understands the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner 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;
- b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;
- c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
- d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by the District is acceptable to Bidder;
- e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible financial interest, direct or indirect, that Bidder believes any representative 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 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, and Contractor may only rely on, the accuracy of limited types of information.
 - i. As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In

submitting its Bid, Bidder shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.

- ii. As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions of Bidder drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).
- h. Conditions Shown in Reports and Drawings Supplied only for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:
 - i. Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and
 - ii. Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents.
 - iii. These reports and drawings are not Contract Documents and, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.
- 13. 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.
- 14. All questions about the meaning or intent of the Contract Documents are to be directed to Alfonso Lopez, 661-952-1238 or alopez@eastsideusd.org. Questions must be received no later than FIVE (5) days prior to the scheduled closing date for the receipt of Bid Proposals. Only answers to Bidders’ questions that have been posted by the District by means of formal written Addenda from the District will be valid and binding. Oral and other interpretations or clarifications will be without legal effect.
- 15. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
- 16. Each Bidder shall 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.
- 17. 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 Bidder’s damages and/or claims related, in any way, to that Bidder basing its bid on any requested substitution that the District has not approved. Contractor and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:

- a. District must receive any request for substitution a minimum of TEN (10) calendar days prior to bid opening.
 - b. Requests for substitutions shall contain sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of the substitutions.
 - c. Approved substitutions shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.
 - d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.
18. All Bids shall be sealed in an envelope, and marked on the outside of the envelope containing the bid, with the name and address of the Bidder, the Project name, Bid number, date and time of bid opening. Each Bid must receive a time stamp provided by the District indicating the time the Bid was received by the District. The time stamp will be placed on the Bid by a District employee when the Bid is received at the front lobby of the District and in compliance with the requirements set forth below. Bids will be received as indicated in the Notice to Bidders.

Sealed Bids will be received until

1:59:59 p.m., PDT, June 19, 2023

at Eastside Union School District Office, 44938 30th St E, Lancaster, CA 93535

Bid submitted after 1:59:59 p.m. as determined by the official bid clock in the lobby of the District Office, and as indicated by the time stamp placed on the Bid by a District employee when the Bid is received, shall be non-responsive and returned to the bidder.

- 19. 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.
- 20. 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.

21. Prior to the execution of the Agreement, the successful Bidder shall be required to attend a post-bid interview and contract award meeting with the District.
22. Time for Completion: District may issue a Notice to Proceed within 10 calendar days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within:

45 business days following the Notice to Proceed

- a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this TEN (10) calendar day 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 TEN (10) calendar day period.
23. The Bidder to whom Contract is awarded shall execute and submit the following documents by 4:00 P.M. of the SEVENTH (7TH) calendar day following the date of the Notice of Award. Failure to properly and timely submit the following documents entitles District to reject the bid as non-responsive.
 - a. Agreement: Must be executed by successful Bidder.
 - b. Performance Bond (100%): On the form provided
 - c. Payment Bond (100%) (Contractor's Labor & Material Bond): On the form provided
 - d. Insurance Certificates and Endorsements as required
 - e. Workers' Compensation Certification
 - f. Any and all addenda to any of the above documents.
24. Any Bid Appeal by any Bidder regarding any other bid must be submitted in writing to the District, before 4:00 p.m. of the FIFTH (5TH) calendar day following the date of the notification of the intent to award. Bid Appeals shall be submitted via email to ebenedetti@eastsideusd.org and shall meet all of the requirements listed below.
 - a. Once District staff has evaluated the bid proposals received and has determined the lowest responsive and responsible Bidder for award, a notification of the intent to award will be issued and sent to all bidders.
 - b. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the Bid Appeal is upheld, is eligible to submit a Bid Appeal. Subcontractors are not eligible to submit Bid Appeal. A Bidder may not rely on the Bid Appeal submitted by another Bidder.
 - c. A Bidder may appeal the District staff determination if the Bidder believes that the recommendation of intent to award is inconsistent with Board policy, the Bid's

specifications, or was not in compliance. All Bid Appeal requests must be filed in writing with the Superintendent or designee within FIVE (5) calendar days after the date of the notification of the intent to award.

- d. The Bidder shall submit a complete statement, including all documents, of any and all bases supporting or justifying the Bid Appeal request. The Bid Appeal must refer to the specific portions of all documents that form the basis for the Bid Appeal. A Bidder's failure to file the Bid Appeal documents prior to the Bid Appeal deadline shall constitute a waiver of the Bidder's right to file a Bid Appeal of the award of the contract.
 - e. The Superintendent or designee shall review the documents submitted with the bidder's claim and render a decision in writing. The Superintendent or designee may convene a meeting with the Bidder to attempt to resolve the Bid Appeal. Bidder shall attend the meeting when requested and may not delay the meeting.
 - f. The Bidder may appeal in person the Superintendent or designee's decision to the Board. The Superintendent or designee will provide twenty-four (24) hour notice via email to the Bidder of the time for Board consideration of the Bid Appeal. The Board's decision shall be final.
 - g. The Bid Appeal must include the name, address, email address, and telephone number of the protesting party or the person representing the protesting party.
 - h. The procedure and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of a Bid Appeal. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid Appeal, including filing a Government Code Claim or instituting legal proceedings.
25. Evidence of Responsibility Upon the request of the District, a bidder whose bid is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the bidder's construction experience, and their organizational capacity available for the performance of the Contract.

District may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work. In this regard, the District may conduct such investigations as the District deems necessary to assist in the evaluation of any bid and to evaluate the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the Work in accordance with the Contract Documents to the District's satisfaction within the prescribed time; and the District reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the District.

Information regarding the bidder's previous experience on similar school projects, experience on Public Work projects overall, a summary of performance history and references is required to be submitted with the Bid. Please provide the contact / source information on the "References" form included within the Bid Documents.

26. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the

District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.

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

END OF SECTION

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BID FORM AND PROPOSAL (submit with Bid)

To: Governing Board of Eastside Union School District _ (“District” or “Owner”)

From: _____
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of

Eastside Elementary School Fencing Project
Fencing Project No. 2023FENCE/EES
Bid No. Fence2023/EES

(“Project” or “Contract”)

(“Project” or “Contract”) and will accept in full payment for that Work the following total lump sum amount, all taxes included:

_____ dollars \$ _____ BASE BID

1. 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.
2. The Contract will be awarded to the Bidder determined by the District as the lowest responsible bidder.
3. 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 Architect before bid date to verify the issuance of any clarifying Addenda.
4. 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 specified in the Contract Documents.
5. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged. Bidder specifically acknowledges that liquidated damages for this project are **Seven Hundred Fifty Dollars (\$750)** per calendar day.

6. The undersigned acknowledges that five percent (5%) retention is required for this project and agrees thereto.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - a. Bid Bond on the District's form or other security
 - b. Designated Subcontractors List
 - c. Non-collusion Declaration
 - d. References
 - e. Prevailing Wage and Related Labor Requirements Certification
 - f. Any and all addenda to the above documents
9. Receipt and acceptance of the following addenda is hereby acknowledged:

No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____

10. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
12. 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.
13. 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.
14. 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.
15. 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 _____ 20 _____

Name of Bidder _____

Type of Organization _____

Signed by _____

Title of Signer _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____

E-mail _____ Web page _____

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

 No.: _____ Class: _____ Expiration Date: _____

 No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, affix corporate seal.

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

END OF SECTION

BID BOND (*Submit with Bid*)

(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"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the EASTSIDE UNION SCHOOL DISTRICT ("District") of Los Angeles 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;

Eastside Elementary School Fencing Project
Fencing Project No. 2023FENCE/EES
Bid No. Fence2023/EES

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) calendar days of the date of the District's Notice of Award to Principal.

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 the 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 Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) calendar days from the time the award is made. Unless otherwise required by law, no bidder may withdraw

its bid for ninety (90) calendar days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 2021.

(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

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.

DESIGNATED SUBCONTRACTORS LIST (*Submit with Bid*)

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT:

Eastside Elementary School Fencing Project

Fencing Project No. 2023FENCE/EES

Bid No. Fence2023/EES

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., Bidder must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (0.5%) of Bidder's total Bid and the kind of Work that each will perform. Furthermore, Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if Bidder fails to list a subcontractor as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder agrees Bidder is qualified to perform and must perform that portion itself or be subjected to penalty under applicable law.

Notwithstanding all other requirements in the Contract Documents, Bidder acknowledges and agrees to comply with and is subject to all applicable provisions of Public Contract Code section 4100, et seq., and all other applicable laws regarding subletting and subcontracting.

In case more than one subcontractor is named for the same kind of Work, state the portion of Work that each subcontractor will perform.

Vendors or suppliers of materials only do not need to be listed.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

DESIGNATION OF SUBCONTRACTORS (Submit with Proposal)

Name Company Name: _____

<u>Trade</u>	<u>Dollar Amount of Work</u>	<u>Subcontractor Name</u>	<u>Subcontractor City & Telephone Number</u>	<u>License No. & DIR No.</u>
				CSLB No.
				DIR No.
				CSLB No.
				DIR No.
				CSLB No.
				DIR No.
				CSLB No.
				DIR No.

Name of Bidder: _____ Title: _____

Signature: _____ Date: _____

Page _____ of _____

END OF SECTION

NON-COLLUSION DECLARATION (*Submit with Bid*)

PROJECT:

Eastside Elementary School Fencing Project

Fencing Project No. 2023FENCE/EES

Bid No. Fence2023/EES

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Date:	
Company Name	
Name of Bidder	
Signature	
Print Name	
Title	

END OF SECTION

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REFERENCES *(Submit with Bid)*

Bidder Name: _____

Owner:	
Contact:	
Phone number:	
Value of Contract:	Description of Work:

Owner:	
Contact:	
Phone number:	
Value of Contract:	Description of Work:

Owner:	
Contact:	
Phone number:	
Value of Contract:	Description of Work:

Owner:	
Contact:	
Phone number:	
Value of Contract:	Description of Work:

END OF SECTION

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PERFORMANCE BOND
(100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the EASTSIDE UNION SCHOOL DISTRICT, ("District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Eastside Elementary School Fencing Project
Fencing Project No. 2023FENCE/EES
Bid No. Fence2023/EES

("Project" or "Contract") which Contract is dated _____, 2023, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of

_____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

Perform all the work required to complete the Project, and

Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by

defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein or in any portion of the Contract Documents shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15. Further, nothing entered into or agreed to after the date of this instrument shall limit the District's rights or the Contractor's or Surety's obligations under this instrument.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 2021.

(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

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

END OF SECTION

PAYMENT BOND

Contractor's Labor & Material Bond (100% of Contract Price) (Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the EASTSIDE UNION SCHOOL DISTRICT, (or "District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Eastside Elementary School Fencing Project
Fencing Project No. 2023FENCE/EES
Bid No. Fence2023/EES

("Project" or "Contract") which Contract dated _____, 2023, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the Board by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$ _____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 2021.

(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

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

END OF SECTION

WORKER'S COMPENSATION CERTIFICATION

California Labor Code Section 3700, in relevant part, provides:

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 by 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.

In accordance with the provisions of Sections 1861 and 3700 of the Labor Code, the Proposer shall sign and submit the following certificate with the transportation written bid proposal:

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

Company

Authorized Officer or Agent

Date



THIS AGREEMENT (“Agreement”) IS MADE AND ENTERED INTO THIS _____ DAY
OF _____, 2023, by and between EASTSIDE UNION SCHOOL DISTRICT (“District”) and
_____ (“Contractor”)

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: Eastside Elementary School Fencing Project
Fencing Project No. 2023FENCE/EES
Bid No. Fence2023/EES
(“Project” or “Contract”)

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. **The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the Instructions to Bidders and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
3. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, the question shall be submitted to Manager of Maintenance and Operations for interpretation. If a conflict exists in the Contract Documents, change orders, beginning with the most recent, an addendum will be provided if agreed to by the Manager of Maintenance and Operations.
 - a. At any point in the Contract Documents where the language of a Contract Document is contrary to a statutory requirement, the language of the statute shall control.
4. **Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed within **Forty Five (45)** calendar days (“Contract Time”) from the date specified in the District's Notice to Proceed.
5. **Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss

and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Seven Hundred Fifty Dollars (\$750) per calendar day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** Eastside Union School District has elected to implement an Owner Controlled Insurance Program (OCIP). The District will provide certain insurance coverage to all eligible enrolled contractors. The OCIP coverage includes general liability, workers' compensation, contractor's pollution liability and builder's risk. Keenan & Associates, as Program Administrator, shall administer the OCIP on behalf of the District. All contractors/subcontractors are required to participate and enroll in the OCIP unless they are deemed ineligible.
8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Agreement, the District may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

- Dollars**
- (\$ _____)

16. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR

DISTRICT

EASTSIDE UNION SCHOOL DISTRICT

By: _____

By: _____

Title: _____

Title: _____

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby, must be attached hereto.

END OF SECTION