

3. BID FORMS

3.1. SCOPE OF WORK

All in strict conformity with the drawings and specifications and other Contract Documents, including addenda nos. _____, _____, _____, and _____, on file at the office of the said District, for the following scope of work and the time and materials section below:

A. Project Coordination – In accordance with specifications & Contract Documents

a. Construction Schedule

- i. Provide baseline construction schedule capturing all required scope of work

b. Schedule of Values

- i. Provide SOV that is of equal level of granularity as construction schedule

c. Submittals

- i. Prior to commencement of construction, the contractor shall submit product data, where appropriate, for review and approval.

B. Update Path of Travel as required to comply along path as shown within scope

a. Perform Work as outlined in plans, specifications and contract documents

- i. See sheets: G-003, G-004, G-005, G-006 & G-007

C. Demolition (ASD101)

a. Parking Lot A

- i. Remove Existing Accessible Striping and Symbols
- ii. Remove Existing Curb and Landscape Between Parking Stalls. Prep for New Curb (G-003)

b. Parking Lot B/North

- i. Remove Existing Graphics and Stripes. Prep for New Stripes (G-004)
- ii. Remove Existing Truncated Domes, Replace with Concrete. Align with Existing Adjacent Concrete

D. Accessibility Site Plan(s)

a. Parking Lot A

- i. Install One Accessible Parking Sign per sign of Existing Posts (8/G-003)
- ii. New Curb (6/G-003)
- iii. Accessible Parking Striping and Markings (2/G-006)
- iv. Accessible Parking Symbol (2/G-003)

3.2. BID PROPOSAL FORM

ATTN: Board of Education of the Oceanside Unified School District

Dear Members of the Board of Education:

The undersigned, doing business under the name of _____, having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Notice to Bidders, the Instructions to Bidders, the General Conditions, Drawings and Specifications, and all other Contract Documents for the proposed installation services associated with the **ADA Work - Oceanside High School** ("Project"), and having accurately completed the Bidder's Prequalification Application, proposes to perform all work and activities in accordance with the Contract Documents, including all of its component parts, and to furnish all required labor, materials, equipment, transportation and services required for the construction of the Project in strict conformity with the Contract Documents, including the Plans and Specifications, as follows:

BASE BID:

For the lump sum of _____ Dollars
(\$ _____).

The undersigned has checked carefully all the above figures and understands that the District is not responsible for any errors or omissions on the part of the undersigned in making this bid.

Enclosed find certified or cashier's check no. _____ of the _____ Bank for _____ Dollars (\$ _____) or Bidder's Bond of the _____ surety company in an amount of not less than ten percent (10%) of the entire bid. The undersigned further agrees, on the acceptance of this proposal, to execute the Contract and provide the required bonds and insurance and that in case of default in executing these documents within the time fixed by the Contract Documents, the proceeds of the check or bond accompanying this bid shall be forfeited and shall become the property of the District.

Contractor agrees to commence the work within the time specified in the Notice to Proceed. It is understood that this bid is based upon completing the work within the number of calendar days specified in the Contract Documents.

ADDENDA:

Receipt of the following addenda is hereby acknowledged:

Addendum # _____ Dated: _____ Addendum # _____ Dated: _____

Addendum # _____ Dated: _____ Addendum # _____ Dated: _____

Addendum # _____ Dated: _____ Addendum # _____ Dated: _____

Respectfully submitted,

Company: _____

Address: _____

Telephone: (_____) _____ - _____

By:

Print: _____

Title: _____

Sign: _____

Date: _____

Contractor's License No: _____ Expiration Date: _____

[Remainder of page intentionally left blank.]

Required Attachments:

- Designated Subcontractors List
- Workers' Compensation Certificate
- Non-Collusion Declaration
- Bid Bond (or Cashier's or Certified Check)
- Certification of Prequalification Application
- DIR Registration Verification
- Drug-Free Workplace Certification
- Asbestos-Free Materials Certification

Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature.

[END OF SECTION]

3.3. DESIGNATED SUBCONTRACTORS LIST

In compliance with the "Subletting and Subcontracting Fair Practices Act," California Public Contract Code sections 4100 to 4114, and any amendments thereto, each Bidder shall provide the information requested below for each subcontractor who will perform work, labor or render service to Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (greater than 0.5 %) of the Bidder's Total Bid Price and shall further set forth the portion of the Work which will be done by each subcontractor. Bidder shall list only one subcontractor for any one portion of the Work.

If the Bidder fails to specify a subcontractor for any portion of the Work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth below.

Subletting or subcontracting of any portion of the Work in excess of one half of one percent (greater than 0.5%) of the Total Bid Price for which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after District approval.

Project: **ADA Work - Oceanside High School**

Bid No.: **2024-21-092B**

Name of Bidder: _____

Bidder's Authorized Signature: _____

Name and Location of Subcontractor	Description of Work to be Subcontracted
Name: _____	_____
Address: _____	
Ph: _____	
License No.: _____	
Subcontractor DIR Registration No.: _____	

Name and Location of Subcontractor	Description of Work to be Subcontracted
Name: _____	_____
Address: _____	
Ph: _____	
License No.: _____	
Subcontractor DIR Registration No.: _____	

Name and Location of Subcontractor	Description of Work to be Subcontracted
Name: _____	_____
Address: _____	
Ph: _____	
License No.: _____	
Subcontractor DIR Registration No.: _____	

Name and Location of Subcontractor	Description of Work to be Subcontracted
Name: _____	_____
Address: _____	
Ph: _____	
License No.: _____	
Subcontractor DIR Registration No.: _____	

3.4. WORKERS' COMPENSATION CERTIFICATE

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.
- (c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

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

Contractor

By: _____

In accordance with Labor Code section 1860, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.

3.5. NON-COLLUSION DECLARATION

To be executed by the Bidder and submitted with the bid.

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

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

Signature: _____

Date: _____

3.6. BID BOND

We, the Contractor, _____ as principal ("Principal"), and _____ as surety ("Surety"), are firmly bound unto the Oceanside Unified School District ("District") in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the District for the work described below for the payment of which sum in lawful money of the United States, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by this agreement.

Whereas, the Principal has submitted the accompanying bid ("Bid") dated _____, 20____ for the following project ("Project"): **ADA Work - Oceanside High School**

Now, therefore, if the Principal does not withdraw its Bid within the period specified, and if the Principal is awarded the Contract and within the period specified fails to enter into a written contract with District, in accordance with the Bid as accepted, or fails to provide the proof of required insurance, the performance bond and/or the payment bond by an admitted surety within the time required, or in the event of unauthorized withdrawal of the Bid, if the Principal pays the District the difference between the amount specified in the Bid and the amount for which District may otherwise procure the required work and/or supplies, if the latter amount is in excess of the former, together with all related costs incurred by District, then the above obligation shall be void and of no effect. Otherwise, the Principal and Surety shall pay to the District the penal sum described above as liquidated damages.

Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the term 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.

[Remainder of page intentionally left blank]

In witness whereof the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20_____, the name and corporate seal of each corporate party being hereunder affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

(Corporate Seal)

Principal/Contractor

By: _____

Title: _____

(Corporate Seal)

Surety: _____

Attach Attorney-In-Fact Certificate

By: _____

Title: _____

To be signed by Principal and Surety and Acknowledgment and Notary Seal to be attached.

3.7. CERTIFICATION OF PREQUALIFICATION APPLICATION

Bidders must complete, execute and submit the completed/executed form of Certification of Prequalification Application concurrently with each Bidder’s Bid Proposal. Failure to do so will result in rejection of a Bid Proposal for non-responsiveness.

1. Bidder Name: _____

2. Please check and initial one of the following:

The Bidder certifies that all information it submitted to the District in connection with the Bidder’s Prequalification Application, including, without limitation, information relating to the licensing status, financial capacity and financial condition of the Bidder remains true and correct in all material respects as of the date of submitting its Bid Proposal.

Except as provided in the accompanying attachment entitled “Material Changes List” consisting of _____ pages, the Bidder certifies that all information it submitted to the District in connection with the Bidder’s Prequalification Application, including, without limitation, information relating to the licensing status, financial capacity and financial condition of the Respondent remains true and correct in all material respects as of the date of submitting its Bid Proposal.

I have reviewed the foregoing Certification and know it to be true and correct of my own personal knowledge or I have made due and diligent inquiry of persons with knowledge of the foregoing and based upon such inquiry, each of the foregoing are true and correct. I am duly authorized by the Bidder to execute this Certification of Prequalification Statement on behalf of the Bidder.

Executed this ____ day of _____ 20_____ at _____
(City and State)

I declare under penalty of perjury under California law that the foregoing is true and correct.

(Signature)

(Printed Name)

3.8. DIR REGISTRATION VERIFICATION

PROJECT: **ADA Work - Oceanside High School**

BID NO.: **2024-21-092B**

I am the _____ of _____ (“Bidder”)
(Title/Position) *(Bidder Name)*

submitting the accompanying Bid Proposal for the Work described as **ADA Work - Oceanside High School, 2024-21-092B**.

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations (“DIR”).
2. The Bidder’s DIR Registration Number is: _____. The expiration date of the Bidder’s DIR Registration is _____, 20_____.
3. If the Bidder is awarded the Contract for the Work and the expiration date of the Bidder’s DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Bidder completing all obligations under the Contract for the Work, the Bidder will take all measures necessary to renew the Bidder’s DIR Registration so that there is no lapse in the Bidder’s DIR Registration while performing Work under the Contract.
4. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.
5. The Bidder has independently verified that each Subcontractor identified in the Subcontractors List submitted with the Bid Proposal of the Bidder is currently a DIR registered contractor.
6. The Bidder has provided the DIR Registration Number for each subcontractor identified in the Bidder’s Subcontractors’ List.
7. The Bidder’s solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.

If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder’s Bid Proposal is subject to rejection for non-responsiveness.

[Remainder of page intentionally left blank]

Executed this ____ day of _____ 20____ at _____
(City and State)

I declare under penalty of perjury under California law that the foregoing is true and correct.

(Signature)

(Printed Name)

3.9. DRUG-FREE WORKPLACE CERTIFICATION

I am the _____ of _____
(Title/Position) *(Company)*

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug-Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
3. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor’s workplace and specifying actions which will be taken against employees for violation of the prohibition.
4. Establishing a drug-free awareness program to inform employees about all of the following: (i) the dangers of drug abuse in the workplace; (ii) Contractor’s policy of maintaining a drug-free workplace; (ii) the availability of drug counseling, rehabilitation and employee-assistance programs; and (iii) the penalties that may be imposed upon employees for drug abuse violations.
5. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
6. Contractor agrees to fulfill and discharge all of Contractor’s obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
7. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
8. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

[Remainder of page intentionally left blank]

Executed this ____ day of _____ 20____ at _____
(City and State)

I declare under penalty of perjury under California law that the foregoing is true and correct.

(Signature)

(Printed Name)

3.10. ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for **ADA Work - Oceanside High School, 2024-21-092B** ("Project"), and submitted it to the Oceanside Unified School District on behalf of _____ ("Contractor").

To the best of my knowledge, information and belief, in completing the Contractor's work for the Project, no material furnished, installed or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state Environmental Protection Agency ("EPA") or federal or state health agencies as a hazardous material.

Any disputes involving the question of whether or not material installed with asbestos-containing equipment is settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.

All work or materials installed by the Contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District. Decontamination and removal of work found to contain asbestos or work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the EPA.

The ASBESTOS REMOVAL CONTRACTOR shall be an EPA-accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the Asbestos Consultant who shall have sole discretion and final determination in this matter.

The Asbestos Consultant shall be chosen and approved by the Construction Manager/Architect or the District who shall have sole discretion and final determination in this matter.

The work will be not accepted until asbestos contamination is reduced to levels deemed acceptable by the Asbestos Consultant.

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

Executed this ____ day of _____ 20_____ at _____
(City and State)

(Signature)

(Printed Name)