CONSTRUCTION AGREEMENT PROPOSAL

DISTRICT SITE: 1350 7th Avenue, San Francisco, CA 94122
PROJECT # - PROJECT: 11091 – 1350 7th Avenue, Repair of North Retaining Wall At Property Line

PROPOSALS WILL BE OPENED AT _ Thursday, March 5, 2015 at 4:00 PM
(If bidders are present at this time.)
At: Facilities Development and Management
135 Van Ness Avenue, Room 209
San Francisco, CA 94102

DELIVER THIS PROPOSAL, properly executed, to Facilities Development and Management, prior to opening time, in **SEALED ENVELOPE** with SCHOOL OR SITE, DATE AND TIME OF PROPOSAL OPENING INSCRIBED ON THE OUTSIDE OF THE ENVELOPE.

Upon receipt of a "Notice to Proceed" to the selected contractor, the undersigned, hereby promises and agrees to furnish all labor and material applicable to this proposal within the time specified, in the manner and form and at the prices stated on the attached proposal, which is incorporated and made a part of this Agreement, in strict accordance with the specifications, proposal and general conditions, all of which are made a part of the Construction Agreement Proposal.

Acknowledge Receipt of Addenda Nos. _____

_____	_____
COMPANY NAME	DATE
_____ _____	_____
LICENSE # VALID THROUGH	SIGNATURE AND TITLE OF BIDDER
_____	_____
BUSINESS ADDRESS	TELEPHONE NUMBER
_____	_____
CITY, STATE, ZIP	FAX NUMBER

If a corporation, incorporated in the State of _____.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

See also the Requirements attached as Attachment A hereto and incorporated herein by reference.

1. The contractor must list any subcontractors doing work amounting to over one half of 1% of total bid, including each subcontractor's type of work. Contractor should also include subcontractor's bid price. The San Francisco Unified School District Board of Education encourages participation by minority contractors as both prime contractors and subcontractor. Contractor is requested to fill in the **ethnicity** and **gender** of the **ownership** of his/her firm and to fill in the ethnicity and gender of all subcontractors or sub-consultants on the prime/subcontractors form.

2. The contract documents may include an addendum or addenda and it will be the responsibility of each bidder to call Facilities Development and Management prior to the bid opening date to confirm whether addenda have been issued.

3. The contractor shall be paid as per attached bid which is incorporated herein and made a part of this Agreement. Requests for compensation shall be monthly or upon completion of the work, complete with a

breakdown of charges and receipts as applicable. Payments shall be made in a reasonable time upon approval that services and requirements have been rendered in a satisfactory manner.

4. In preparing the Construction Agreement Proposal, the contractor must sign as an original and acknowledge all addendum.

5. **Upon approval of selected proposal, the selected contractor must furnish the following certificate of insurance by an insurance company who has obtained a Certificate of Authority (Admitted) from the California Department of Insurance or acceptable to the District before being awarded the contract:**

a) <u>Certificates of Insurance</u>: (Admitted in CA)

1.	**Public Liability Insurance, including Comprehensive General Liability**	**($1,000,000)**
2.	**Worker's Compensation**	**($1,000,000)**
3.	**Automobile Liability**	**($500,000)**
4.	**Professional Liability (if applicable)**	***minimum* ($250,000)**
Projects $250,000 to $1,000,000		**10% of Project**

b) <u>Endorsement:</u> A separate endorsement on Form CG 20 10 11 85.

San Francisco Unified School District, its Board, Officers and employees should be named as additional insured on General Liability and Automobile Liability by Endorsement, to be provided with Certificate, specifying the San Francisco Unified School District is noticed by the Company and entitled to a 30-day written mailed notice.

6. The contractor shall defend, indemnify and hold harmless the District, its Board, officers, and employees from and against all claims, costs, lawsuits and damages arising out of the negligent acts, errors and omissions of the consultant to all persons, corporations and partnerships including but not limited to employees of contractor and heirs of employees of consultant and employees and heirs of employees of District arising out of and in the course of the performance of this Agreement. This liability shall not lie in the instances where the damages are caused by the sole negligence or intentional tort of the District or its employees.

7. It is expressly understood and agreed that in the event the contractor or the District fails to perform its obligations under this Agreement, this Agreement shall be terminated and all the contractor's/District's rights hereunder ended. Termination shall be upon ten (10) days written notice to the defaulting party, in which no work will be undertaken after the date of receipt of the notice. In the event this Agreement is terminated by the District pursuant to this paragraph, the contractor shall be paid for services performed up to the date of the termination.

It is further understood and agreed that the District may terminate this Agreement for the District's convenience and without cause at any time by giving the contractor thirty (30) days written notice of such termination. In such an instance, the contractor shall be entitled to compensation for services performed up to the effective date of termination.

Upon receipt of written notice that this Agreement is terminated, the contractor will submit an invoice to the District for an amount which represents the value of services actually performed to the date of termination for which the contractor has not previously been compensated. Upon approval and payment of this invoice by the District, the District shall be under no further obligation to the contractor monetarily or otherwise.

8. Failure or refusal of the contractor to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy available to the District, this contract may be terminated by the District. Such termination shall not waive any other legal remedies available to the District.

9. The contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which he performs the service required of him under the terms of this Agreement. The contractor shall be liable for any act or acts of his own, or his agents or employees, and nothing contained herein shall be construed as creating the relationship of employer and employee between the District and the contractor or their agents and employees.

10. This Agreement may be amended by the parties in writing by mutual consent. Changes, including any increase or decrease in the amount of the contractor's compensation, shall only be effective upon the execution of a duly authorized written amendment to this Agreement.

11. This Agreement shall be deemed to be made in, and shall be construed in accordance with the laws of the State of California.

12. The contractor shall not assign or delegate any portion of this contract without the written consent of the owner, but such consent does not relieve the contractor of its responsibilities under the contract.

13. Contractor understands the following and certifies that it does not know of any facts which constitutes a violation:

a) Contractor hereby certifies that no current Board member or employee of the San Francisco Unified School District, and no one who has been a Board member or who has been employed by the San Francisco Unified School District within the past two years, has participated in bidding, selling or promoting this contract. Furthermore, contractor certifies that no such current or former Board member or employee has an ownership interest in this contract, nor shall any such current or former Board member or employee derive any compensation, directly or indirectly, from this contract. Contractor understands that any violation of this provision of the contract shall make the agreement voidable by the District.

b) Government Code of the State of California, Section 87100 et. seq. Public officials; state and local; financial interest: No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.

14. In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any preceding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at option of the other party, this Agreement shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

15. If any term or provision of this Construction Agreement Proposal shall be found illegal or unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

16. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

17. Any interest of the contractor in studies, reports, memoranda, computation sheets or other documents prepared by the contractor in connection with services to be performed under this Agreement shall become the property of and will be transmitted to the District. However, the contractor may retain and use copies for reference and as documentation of its experience and capabilities.

18. Contractor agrees that is shall not discriminate on the basis of sex, race, religious reed, national origin, age, marital status, sexual orientation, gender identity, AIDS/ARC/HIV status, or disability, in its performance under this Agreement.

19. Contractor agrees to comply with Education Code, Section 45125.1, et. Seq. concerning fingerprinting employees and conducting criminal background checks through the California Department of Justice. The District is extending this requirement to all types of contractors if they are deemed to have more than limited contact with District students. The contractor shall assume all expenses associated with these background checks and shall immediately remove any employee or agent from District property who has been arrested or convicted of any serious or violent felony, as defined by the California Penal Code Sections 667.5 and 1192.7.

20. The District shall be the final arbiter of what constitutes "limited contact." The District may also, in its sole discretion, waive these provisions if it determines that emergency or exceptional circumstances exist which threaten student or staff safety if the work is delayed pending clearance. The contractor's violation of this section shall constitute a default under Section 12 herein.

21. Bonds required: Bid-10% of bids over $15,000; Performance & Payment -100% of bids over $25,000.

IDENTIFICATION LISTING for
PRIME CONTRACTOR AND SUBCONTRACTOR

Prime Contractor

In accordance with Instructions to Bidders, Sections 8 and 9, each Bidder shall complete and submit identification information listed below with his/her Bid Proposal:

NAME of PRIME CONTRACTOR	ADDRESS of BUSINESS	LICENSE Number	ETHNICITY of Owner	GENDER of Owner

Subcontractor or Supplier

Each Bidder must complete this form and submit with Bid Proposal all subcontractors doing work amounting to over one-half (1/2) of one percent (1%) of total bid, to include location of the place of business and the sub-consultant's, contractor's license number, as per Public Contract Code 4104 (a). All other information required on the form should be filled out. If there are no subcontractors or suppliers, state "NONE".

NAME and ADDRESS of SUBCONTRACTOR and SUPPLIER	TRADE or TYPE of WORK	VALUE ($ Amount)	LICENSE Number	ETHNICITY of Owner	GENDER of Owner
			# ☐ Supplier? ☐ Subcontractor?		
			# ☐ Supplier? ☐ Subcontractor?		
			# ☐ Supplier? ☐ Subcontractor?		
			# ☐ Supplier? ☐ Subcontractor?		
			# ☐ Supplier? ☐ Subcontractor?		
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			# ☐ Supplier? ☐ Subcontractor?		
			# ☐ Supplier? ☐ Subcontractor?		

Ethnicity Codes: AFAM = African American; ARAM = Arab American; ASIAN = Asian or Pacific Islander; FEM = Female; HISP = Hispanic; NON = Non Minority

Gender Codes: M = Male; F = Female

BID SHEET FOR CONSTRUCTION AGREEMENT PROPOSAL

DISTRICT SITE: 1350 7th Avenue, San Francisco, CA 94122
PROJECT # - PROJECT: 11091 – 1350 7th Avenue, Repair of North Retaining Wall At Property Line

(Note: This is an informal bid. If your quote is over $15,000, do not submit your bid using this form as it will not be accepted.)

Scope of Work

The contractor shall furnish labor and material to repair an existing retaining wall at property line. All repair work should be perform as described in the attached District "Description of Work for Informal Bid Proposal, dated on February 25, 2015"

for an amount not to exceed $_____ per proposal dated _____
(see attached)

APPROVED:_____
Project Manager

APPROVED:_____
David Goldin, Chief Facilities Officer

_____ _____
Company Signature of Bidder

_____
Title of Bidder

San Francisco Unified School District
Consultant/Independent Contractor Agreement
Criminal Background Check

Name of Independent Consultant/Contractor:	
Services performing under the Agreement:	
Schools/Locations where services are being performed:	
Total amount to be paid by the District under this Agreement:	$
Term of Agreement:	

Check the applicable box and fill in any blanks.

1.		I certify that none of my employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement
2A.		The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B.		I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code**.**

Certification by Contractor/Consultant

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately. "

Contractor's Signature Date

Printed name of Contractor

Administrator's Signature Date

David Goldin, Chief Facilities Officer

Printed name of Administrator