San Francisco Unified School District
Facilities Design & Construction Department
CUPCCAA PROJECT <$45K - $175K>

PLAYGROUND SAFETY SURFACING PROJECT
SFUSD PROJECT NUMBER 11839
Dianne Feinstein Elementary School
2550-25th Avenue, San Francisco, CA 94116

Bid Date: April 29, 2016

CUPCCAA Project Packet

**Bidding Documents**
- Notice Calling for Bids
- Instructions to Bidders
- CUPCCAA Bid Form
- Bidders Security
- Non-collusion Affidavit

**Contract Documents**
- Form of Contract
- Exhibit “A” (Scope of Work)
- Prevailing Wage Certification
- Workers’ Compensation Certification
- Criminal Background Investigation Certification
- Drug-Free Workplace Certification
- Smoke-Free Workplace Certification
- Asbestos & Other Hazardous Materials Certification

- Lead-Product(s) Certification
- Insurance Certificates and Endorsements
- Performance Bond
- Payment Bond
- Format for Proposed Change Order
- W-9
- Business Tax Certificate

**Project Specification Documents**
- Project Plans
- District Standards
- Special Conditions
- Roofing Contract Financial Interest Certification
- Specifications
  - [Other ]
BIDDING DOCUMENTS
NOTICE CALLING FOR BIDS
San Francisco Unified School District
CUPCCAA PROJECT

BIDS DUE: Friday, April 29, 2016 at 2:00 p.m.

For
PLAYGROUND SAFETY SURFACING PROJECT
AT DIANNE FEINSTEIN ELEMENTARY SCHOOL, SFUSD PROJECT NUMBER 11839

The San Francisco Unified School District is requesting bids for PLAYGROUND SAFETY SURFACING at DIANNE FEINSTEIN ELEMENTARY SCHOOL, SFUSD PROJECT NUMBER 11839. Bids will be received at the main lobby of 135 Van Ness Avenue, San Francisco, California 94102.

SCOPE OF WORK: The Project is generally described as:
Remove existing poured-in-place playground safety surfacing, as well as rubber safety surfacing tiles, and replace with new poured-in-place safety surfacing and rubber safety surfacing tiles. The estimated construction value of the Work is $150,000.00.

A mandatory Pre-bid Conference will be held on Thursday, April 21, 2016 at 9:30 a.m. at the following school site: DIANNE FEINSTEIN ELEMENTARY SCHOOL, 2550-25TH AVENUE, SAN FRANCISCO. Bidders shall meet in front of the school’s main entry doors along 25th Avenue.

BID DOCUMENTS: Bidding documents, drawings and specifications for the PLAYGROUND SAFETY SURFACING PROJECT at DIANNE FEINSTEIN ELEMENTARY SCHOOL, SFUSD PROJECT NUMBER 11839, will be distributed at the mandatory pre-bid conference.

LICENSE REQUIREMENTS: Contractor’s license required for this work:
B (General Building Contractor), or C-61 (Limited Specialty Contractor)

ALL BIDDERS MUST SUBMIT THE FOLLOWING DOCUMENTS BY THE BID DUE DATE AND TIME:

- Signed Bid Form
- Bid Bond or Bid Security for 10% of the Bid Value
- Completed Subcontractor List (if applicable)
- Non-Collusion Affidavit

LATE BIDS WILL NOT BE ACCEPTED.

THE DISTRICT WILL ONLY ACCEPT BIDS FROM BIDDERS WHO ARE CURRENTLY ON THE SFUSD’S APPROVED CUPCCAA CONTRACTOR LIST.

Project Manager: Betty Hong, 415-355-6979, ext. 1537
CUPCCAA INSTRUCTIONS TO BIDDERS

1. **Contractor’s License.** In accordance with the provisions of California Public Contract Code § 3300, the District requires that Bidders possess the requisite, current, valid California Contractors License(s) at the time of Bid. The successful bidder must maintain the requisite license throughout the duration of the contract. All subcontractors must have an active and valid California Contractor’s License issued by the Contractor’s State License Board at the time that the Contract for the Work is awarded, and must maintain the license throughout the duration of the contract.

2. **Contractor’s Registration with the California Department of Industrial Relations.** A contractor or subcontractor is not qualified to bid on, or be listed in a bid proposal, subject to the requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work, as defined by the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. However, it is not a violation of law if an unregistered contractor submits a bid that is authorized by California Business and Professions Code section 7029.1 or by Section 20103.5 of the California Public Contract Code, provided the contractor is registered to perform public work pursuant to California Labor Code section 1725.5 at the time the contract is awarded. A contract entered into with any contractor or subcontractor in violation of subdivision (a) of California Labor Code section 1771.1 is subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the District, contractor, or any subcontractor to comply with the requirements of California Labor Code section 1725.5 or Labor Code section 1771.1. This instruction applies to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. The District will not accept or open a bid proposal submitted on or after March 1, 2015 from an unregistered contractor, nor will the District enter into any contract for public work as defined by the California Labor Code with an unregistered contractor on or after April 1, 2015.

3. **Bid Proposal Preparation.** All information required by the bid forms must be completely and accurately provided, without qualifications or alternates (unless called for), and with duly authorized signature in ink. Numbers shall be stated in both words and figures where so indicated in the bid forms. Partially completed Bid Proposals may be deemed non-responsive. Bid Proposals submitted on other than the bid forms included herein are non-responsive and will be rejected. Bid Proposals not conforming to these Instructions for Bidders and the Notice to Contractors Calling for Bids (“Call for Bids”) may be rejected as non-responsive. In cases where there is a discrepancy between the words and figures, the District shall take the lower of the two.

4. **For Questions regarding obtaining Bid Documents contact:**

San Francisco Unified School District  
Facilities Design and Construction Department  
135 Van Ness Avenue  
San Francisco, CA 94102  
Tel: 415.355.6979, ext. 1537  
Contact: Betty Hong  
Email: hongb@sfusd.edu
All questions about the meaning or intent of the Contract Documents are to be directed in writing to the District contact above. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda emailed or delivered to all parties recorded by the District as having received the Contract Documents. Questions received less than seven (7) days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5. **Date and Time of Bid Proposal Submittal.** The District will place a date/time stamp machine in a conspicuous location at the place designated for submittal of Bid Proposals. A Bid Proposal is submitted only if the outer envelope containing the Bid Proposal is stamped by the District's date/time stamp machine; Bid Proposals not so stamped as timely received will be rejected and returned to the Bidder unopened. The date/time stamp is controlling and determinative as to the date and time of the District’s receipt of the Bid Proposal. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by the District after it has commenced the public opening and reading of Bid Proposals; Bid Proposals submitted after such time are non-responsive and will be returned to the Bidder unopened.

6. **Bid Guarantee.** Each Bid Proposal shall be accompanied by Bid Security in the form of: (a) cash, (b) a certified or cashier's check made payable to the District or (c) an original Bid Bond in favor of the District executed by the Bidder as a principal and a Surety as surety (the "Bid Security") in an amount not less than ten (10%) percent of the amount of the Total Base Bid. Any Bid Proposal submitted without the required Bid Security is non-responsive and will be rejected. If the Bid Security is in the form of a Bid Bond, the Bidder's Bid Proposal shall be deemed responsive only if the Bid Bond Surety is an Admitted Surety Insurer under California Code of Civil Procedure § 995.310, et. seq. Any condition or limitation placed upon a check submitted as herein required, may result in the rejection of the bid for which said check or bond is submitted. Said check or Bid Bond shall be a guarantee that the bidder, if awarded the contract, will execute and deliver the required CONTRACTS, BONDS, INSURANCE, and SCHEDULES within the time required by the letter requesting execution of the contract (including, Saturdays, Sundays and legal Holidays).

The Bid Security for the three lowest responsible bidders will be returned to the bidders after a construction contract has been signed. Should the apparent lowest responsible bidder fail or refuse to enter into the contract or fail to furnish the required payment and performance bonds, the bidder shall forfeit the bid security.

If a Bid Bond is submitted, the attorney-in-fact who executes the bond on behalf of the Surety shall attach to the Bond a certified, current copy of its Power of Attorney, and an acknowledgment from a notary that the Attorney in Fact is the one signing the bond.

7. **Documents Accompanying Bid Proposal.** The following forms need to be completed and signed with the submission of the bid:

   a. Bid Form with proper acknowledgement of Addenda
b. Non-Collusion Declaration  
c. Site-Visit Certification (if applicable).  
d. Bidders Security

8. **Modifications.** Changes to the bid forms that are not specifically called for or permitted may result in the District's rejection of the Bid Proposal as being non-responsive. No oral or telephonic modification of any submitted Bid Proposal will be considered. A written modification may be considered only if received by the District prior to the scheduled closing time for receipt of Bid Proposals and the public opening thereof.

9. **Erasures; Inconsistent or Illegible Bid Proposals.** Bid Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineation or correction the surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming to the foregoing may be deemed by the District non-responsive. If any Bid Proposal or portions thereof is determined by the District to be illegible, ambiguous or inconsistent, whether by virtue of any erasures, interlineations, corrections or otherwise, the District may reject such Bid Proposal as non-responsive.

10. **Examination of Site and Contract Documents.** Each Bidder shall, at its sole cost and expense, inspect the Site and become fully acquainted with the Contract Documents and conditions affecting the Work. The failure of a Bidder to receive or examine any of the Contract Documents or to inspect the Site shall not relieve such Bidder from any obligation with respect to the Bid Proposal, or the Work required under the Contract Documents. The District assumes no responsibility or liability to any Bidder for, nor shall the District be bound by, any understandings, representations or agreements of the District's agents, employees or officers concerning the Contract Documents or the Work made prior to execution of the Contract which are not in the form of Bid Addenda duly issued by the District. The submission of a Bid Proposal shall be deemed prima facie evidence of the Bidder's full compliance with the requirements of this section.

11. **Withdrawal of Bid Proposal.** Any Bidder may withdraw its Bid Proposal by written request received by the District prior to the scheduled closing time for the receipt of Bid Proposals and the District's public opening and reading of Bid Proposals.
   
a. A bid may not be withdrawn by the bidder following the time and date designated for the receipt of bids, except in accordance with Section 5103 of the Public Contract Code.

b. A request for modifications must be made in person and bidder must return the bid in a sealed envelope after modifications are made and prior to time and date designated for receipt of bid. Withdrawals of bid prior to bid opening shall be in writing, requesting withdrawal of bid.

c. Withdrawn bids may be resubmitted up to the time and date designated for receipt of bids.
12. **Agreement and Bonds.** The Agreement which the successful Bidder, as Contractor, will be required to execute along with the forms and amounts of the Payment Bond, Performance Bond and other documents and instruments which will be required to be furnished are included in the Contract Documents and shall be carefully examined by the Bidder. The required number of executed copies of the Agreement and the form and content of the Performance Bond and the Payment Bond and other documents or instruments required at the time of execution of the Agreement are specified in the Contract Documents.

13. **Interpretation of Drawings, Specifications or Contract Documents.** Any Bidder who needs clarification regarding the true meaning of any part of the Contract Documents; finds discrepancies, errors or omissions therein; or finds variances in any of the Contract Documents with applicable rules, regulations, ordinances and/or laws, shall submit a written request for an interpretation or correction thereof to the District. It is the sole and exclusive responsibility of the Bidder to submit such request not less than seven (7) days prior to the scheduled closing date for the receipt of Bid Proposals. Interpretations or corrections of the Contract Documents will be by written addendum. No person is authorized to render an oral interpretation or correction of any portion of the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such oral interpretation or correction. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.

14. **District's Right to Modify Contract Documents.** Before the public opening and reading of Bid Proposals, the District may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda disseminated to all Bidders who have obtained a copy of the Specifications, Drawings and Contract Documents pursuant to the Call for Bids. If the District issues any addenda during the bidding, the failure of any Bidder to acknowledge such addenda in its Bid Proposal will render the Bid Proposal non-responsive and rejected.

15. **Bidders Interested in More Than One Bid Proposal; Non-Collusion Affidavit.** No person, firm, corporation or other entity shall submit or be interested in more than one Bid Proposal for the same Work; provided, however, that a person, firm or corporation that has submitted a sub proposal to a Bidder or who has quoted prices for materials to a Bidder is not thereby disqualified from submitting a sub proposal, quoting prices to other Bidders or submitting a Bid Proposal for the proposed Work to the District. The form of Non-Collusion Affidavit included in the Contract Documents must be completed and duly executed on behalf of the Bidder; failure of a Bidder to submit a completed and executed Non-Collusion Affidavit with its Bid Proposal may render the Bid Proposal non-responsive.

16. **Award of Contract.**

a. **Waiver of Irregularities or Informalities.** The District reserves the right to reject any and all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

b. **Award to Lowest Responsive Responsible Bidder.** The award of the Contract, if made by the District through action of its Board of Education, will be
to the responsible Bidder submitting the lowest responsive Bid Proposal on the basis of the Total Base Bid.

c. **Alternate Bid Items.** The District may add or deduct from the contract any of the additive or deductive items after the lowest responsible bidder has been determined. The bidder further agrees that, should additional construction funds become available to the District, alternates not selected by the District at the time of award may be incorporated into the contract by change order, based on the bidder’s original alternate amount named on the Bid Form within 3 months from the date of the award by the Board of Education.

d. **Responsive Bid Proposal.** A responsive Bid Proposal shall mean a Bid Proposal which conforms, in all material respects, to the Bid and Contract Documents.

e. **Responsible Bidder.** A responsible Bidder is a Bidder who has the capability in all respects to perform fully the requirements of the Contract Documents and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered: (i) the ability, capacity and skill of the Bidder to perform the Work of the Contract Documents; (ii) whether the Bidder can perform the Work promptly and within the time specified, without delay or interference; (iii) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (iv) the quality of performance of the Bidder on previous contracts, (v) the previous and existing compliance by the Bidder with laws and ordinances relating to contracts; (vi) the sufficiency of the financial resources and ability of the Bidder to perform the work of the Contract Documents; (vii) the quality, availability and adaptability of the goods or services to the particular use required; (viii) the ability of the Bidder to provide future maintenance and service for the warranty period of the Contract; (ix) whether the Bidder is in arrears on debt or contract or is a defaulter on any surety bond; (x) such other information as may be secured by the District having a bearing on the decision to award the Contract, to include without limitation the ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work of the Contract Documents and whether the Bidder has ever been debarred from bidding or found ineligible for bidding on any other public project.

17. **Subcontractors.**

a. **Designation of Subcontractors List.** Each Bidder shall submit on its CUPCCAA Bid Form a list of its proposed Subcontractors doing work amounting to over one half (1/2) of one percent (1%) of the total bid, as required by the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§ 4100 to 4114 et seq.) on the form furnished. Every bidder shall set forth the following in its bid:

b. The portion of the work that will be done by each subcontractor. If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the Contract in excess of one half (1/2) of one percent (1%) of the Bidder’s total bid, then Bidder agrees to perform that portion with its own forces.
The successful Bidder shall not, without written consent of the District either;

(1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid as per Public Contract Code section 4107, or

(2) Sublet or subcontract any portion of the work in excess of one half (1/2) of one percent (1%) of the total bid for which its original bid did not designate a subcontractor.

c. Each Bidder is put on notice that an inadvertent error in listing a subcontractor who is not registered pursuant to California Labor Code section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

   (i) The subcontractor is registered prior to the bid opening.
   (ii) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of California Labor Code section 1725.5.
   (iii) The subcontractor is replaced by another registered subcontractor pursuant to California Public Contract Code section 4107.

d. **Work of Subcontractors.** All Bidders are referred to the Contract Documents and the notation therein that all Contract Documents are intended to be complimentary and that the organization or arrangements of the Specifications and Drawings shall not limit the extent of the Work of the Contract Documents. Accordingly, all Bidders are encouraged to disseminate all of the Specifications, Drawings and other Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of Work from the Bid Proposal or from the sub-bidders' sub-bids which is/are necessary to produce the intended results and/or which are reasonably inferable from the Contract Documents is not a basis for adjustment of the Contract Price or the Contract Time.

e. **Subcontractor Bonds.** In accordance with California Public Contract Code §4108, if a Bidder requires a bond or bonds of its Subcontractor(s), whether the expense of procuring such bond or bonds are to be borne by the Bidder or the Subcontractor(s), such requirements shall be specified in the Bidder's written or published request for sub-bids. Failure of the Bidder to comply with these requirements shall preclude the Bidder from imposing bonding requirements upon its Subcontractor(s) or rejection of a Subcontractor's bid under California Public Contract Code §4108(b).

18. **Workers’ Compensation Insurance.** Pursuant to California Labor Code §3700, the successful Bidder shall secure Workers’ Compensation Insurance for its employees engaged in the Work of the Contract. The successful bidder shall sign and deliver to the District a certificate prior to performing any of the Work under the Contract:

   a. The form of such Certificate is included as part of the Contract Documents.
19. **Bid Security Return.** The Bid Security of three or more low Bidders, the number being solely at the discretion of the District, will be held by the District until posting by the successful Bidder(s) of the bonds, certificates of insurance required and return of executed copies of the Agreement, at which time the Bid Security of such other Bidders will be returned to them.

20. **Forfeiture of Bid Security.** If the Bidder awarded the Contract fails or refuses to execute the Agreement within seven (7) calendar days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded, the District may declare the Bidder's Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract and may thereupon award the Contract for the Work to the responsible Bidder submitting the next lowest priced Bid Proposal or may call for new bids, in its sole and exclusive discretion.

21. **Contractor’s License.** No Bid Proposal will be considered from a Bidder who, at the time Bid Proposals are opened, is not licensed to perform the Work of the Contract Documents, in accordance with the Contractor’s License Law, California Business & Professions Code §§ 7000 et seq. This requirement is not a mere formality and will not be waived by the District or its Board of Education. The required California Contractor's License classification(s) for the Work is set forth in the Call for Bids.

22. **Anti-Discrimination.** It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. All Bidders agree to comply with the District’s anti-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§ 12940 et seq. and California Labor Code § 1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.

23. **Prevailing Wage.** BIDDERS ARE HEREBY PUT ON NOTICE THAT ANY PROJECTS AWARDED ON OR AFTER JANUARY 1, 2015 ARE SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS. The successful bidder shall not pay less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Bidders are advised to inspect the prevailing wage rates (available at [www.dir.ca.gov/dlse](http://www.dir.ca.gov/dlse)) for this project. The wage rates may be updated prior to award of the contract and during the course of the project. Any actual or alleged prevailing wage violations on this Project will be reported to the Department of Industrial Relations in accordance with California Labor Code section 1726.

24. **Payroll Document Submission.** The successful bidder will be required to complete and submit documents relating to California Labor Codes. The successful bidder should take cognizance of, and comply with California Labor Code section 1776. Certified payrolls for both the contractor and all subcontractors must be submitted on, or supply all information required by, Public Works Payroll Reporting Form A-1-131 (available at [www.dir.ca.gov/dlse](http://www.dir.ca.gov/dlse)) with progress payment requests. For all projects awarded by the
District on or after April 1, 2015, successful bidders will be required to submit certified payrolls for both the contractor and all subcontractors directly to the Labor Commissioner and to the District to effect progress payments. On or after January 1, 2016, for all projects, whether new or ongoing, successful bidders will have to submit certified payrolls for both the contractor and all subcontractors directly to the Labor Commissioner and the District.

25. **Apprenticeship Requirements.** Pursuant to Sections 1777.5 and 1777.7 of the California Labor Code, contracts of specialty contractors not bidding through a general contractor and involving less than twenty (20) working days or $30,000 are exempted from the provisions of Section 1777.5.; this is the same exemption that applies to contracts of general contractors. A subcontractor bidding through a general contractor must comply with Section 1777.5 (no matter how small the subcontract), if the contract between the general contractor and District is covered by Section 1777.5.

26. **False and Misleading Statements.** If the District determines that any information provided by a Bidder

27. **Job-Walk.** The District may conduct a Job-Walk at the time(s) and place(s) designated in the Call for Bids. If attendance at the Job Walk is indicated in the Call for Bids as being mandatory, the failure of any Bidder to have its authorized representative present at the entirety of the Job-Walk will render the Bid Proposal of such Bidder to be non-responsive. Where the Job-Walk is mandatory, a Bidder may have more than one authorized representative and/or representatives of its Subcontractors present at the Job-Walk; provided, however that attendance by representatives of the Bidder's Subcontractors without attendance by a representative of the Bidder shall not be sufficient to meet the Bidder's obligations hereunder and will render the Bid Proposal of such Bidder to be non-responsive.

28. **Bidding Documents.** The Bidding Documents shall be examined carefully, including any addenda. Bidder agrees that it has familiarized itself with them, and that its bid includes all work described in the Project. Failure to acknowledge all addenda shall be grounds for rejection of the bid.

a. Bidders shall immediately notify (in writing) District of any apparent omissions or discrepancies discovered in the Contract Documents. Any request for interpretation of an item in the bid package must be received a minimum of seven (7) days prior to bid opening. Interpretations, clarifications, or changes in the Bidding Documents issued before the bid opening will be in the form of addenda, sent in writing to each known Bidder. It is Bidder's responsibility to determine if any addenda have been issued prior to submitting its bid.

b. The “Bidding Documents” for this Project shall include:

- **Notice Calling for Bids**
- **Instructions to Bidders**
- **CUPCCAA Bid Form**
- **Non-collusion Affidavit**
- **Bidders Security**
c. Bidding Documents are provided to bidders for bidding only; no other use is permitted.

d. Base Bids are sums stipulated in Bid Proposals for which bidders offer to perform the work required.

e. Alternate bids are sums which may be added to or deleted from Base Bids for the performance of Alternate Work, as delineated in the Bidding Documents. All requested Alternates should be bid, or the Bid Proposal may be considered non-responsive.

f. Unit Prices are the sums included in the Bid Proposals as cost per unit measure of materials and/or services, as required in the Bidding Documents. Only unit prices that have an estimated quantity tied to them are required to be filled out. If there is a quantity and a unit list on the Bid Proposal, they must be completed for the Bid Proposal to be responsive as the total cost of the quantities times the units will be added to the Base Bid Proposal, plus or minus any alternates to arrive at the Low Bid Proposal.

**NO ORAL INTERPRETATION OF THE BIDDING DOCUMENTS WILL BE BINDING.**

If awarded the Contract, the “Contract Documents” for this Project shall include and incorporate the following documents (where checked):

- ✓ Form of Contract
- ✓ Exhibit “A” (Scope of Work)
- ✓ Prevailing Wage Certification
- ✓ Workers’ Compensation Certification
- ✓ Criminal Background Investigation Certification
- ✓ Drug-Free Workplace Certification
- ✓ Smoke-Free Workplace Certification
- ✓ Asbestos & Other Hazardous Materials Certification
- ✓ Lead-Product(s) Certification
- ✓ Performance Bond
- ✓ Payment Bond
- ✓ Insurance Certificates and Endorsements
- ✓ District Standards
- ✓ Format for Proposed Change Order
- ✓ W-9
- ✓ Business Tax Certificate
- ✓ Project Plans
- ✓ Special Conditions
- ✓ Roofing Contract Financial Interest Cert.
- ✓ Specifications
- ✓ [Other ]

29. **Substitution of Specified Items.** Pursuant to Public Contract Code §§ 3400(a), any Bidder who has timely submitted a Bid Proposal may submit data to the District to substantiate a request to substitute an "or equal" item for any item specified in the Contract Documents ("Substitution Substantiation Data"). Substitution Substantiation Data may be submitted to the District at any time twenty-four (24) hours after the public opening and reading of Bid Proposals and 5:00 p.m. of the day immediately preceding the date of the District’s Board of Education meeting for consideration of the award of the Contract as noted in the

a. Notice of Intent to Award Contract issued by the District pursuant to these Instructions for Bidders. Substitution Substantiation Data submitted by any
Bidder with its Bid Proposal will not be considered by the District nor be deemed a submission of Substitution Substantiation Data. Notwithstanding the submission of any Substitution Substantiation Data by any Bidder pursuant to the foregoing, no action will be taken in connection with any Substitution Substantiation Data or request of any Bidder to substitute an "or equal" item for an item specified in the Contract Documents until after the District's Board of Education has taken action to award the Contract without any conditions or reservations. In addition to the rights conferred hereunder to submit Substitution Substantiation Data after the opening of Bid Proposals and prior to award of the Contract, the Bidder awarded the Contract may request the substitution of "or equal" items for items specified in the Contract Documents upon strict compliance with the applicable terms of the Contract Documents.

30. **Allowances.** Allowances if called for shall be included in the bid.

31. **Public Records.** Bid Proposals and other documents responding to the Call for Bids become the exclusive property of the District upon submittal to the District. At such time as the District opens bids pursuant to these Instructions to Bidders, all Bid Proposals and other documents submitted in response to the Call for Bids become a matter of public record and shall thereupon be considered public records, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code § 3426.1) and financial information provided in response to the Statement of Qualifications. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

32. **Drug Free Workplace Certificate.** In accordance with California Government Code §§ 8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code 8350 et seq. Failure of the successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§ 8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.

33. **Compliance with Immigration Reform and Control Act of 1986.** The Bidder is solely and exclusively responsible for employment of individuals for the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101 et seq. (the "IRCA"); the successful Bidder shall also require that any person or
entity employing labor in connection with any of the Work of the Contract shall so similarly comply with the IRCA.

34. **Fingerprint Certificate.** In accordance with Education Code § 45125.1, the successful Bidder will be required to execute the Fingerprint Certificate included with the Contract Documents concurrently with the Bidder’s execution of the Agreement. The successful Bidder shall comply with the terms and requirements of the Fingerprint Certificate and Education Code § 45125.1; failure to comply will result in penalties, including without limitation, termination of the Agreement and the suspension of payments of the Contract Price otherwise due under the Contract Documents.

35. **Notice of Intent to Award Contract.** Following the public opening and reading of Bid Proposals, the District will issue a Notice of Intent to Award the Contract, identifying the Bidder to whom the District intends to award the Contract and the date/time/place of the District's Board of Education meeting at which award of the Contract will be considered.

36. **Bid Protest Procedures.**

a. Any protest of the proposed award of Bid to the bidder deemed the apparent lowest responsible bidder must be submitted in writing to the District, no later than 5:00 pm of the second (2nd) business day following the date of the Bid opening.

b. The initial protest must contain a complete statement of the basis for the protest. The protest must state the facts and refer to the specific portion of the bid documents or the specific statute that form the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party. The protest must be signed and submitted under penalty of perjury.

c. The party filing the protest must concurrently transmit a copy of the initial protest to the bidder deemed the apparent lowest responsible bidder. Fax and email copies are acceptable.

d. The party filing the protest must have actually submitted a Bid on the Project or have been specifically excluded from filing a Bid due to an action by the District. A subcontractor of a party filing a Bid on the Project may not submit a Bid Protest. A party may not rely on the Bid Protest submitted by another Bidder, but must timely pursue its own protest. A party that is not the second apparent lowest responsible bidder must file a bid protest on all apparent low bidders in front of it for its protest to be valid and reviewed for merit.

e. The procedure and time limits set forth in this Section are mandatory and are the Bidder’s sole and exclusive remedy in the event of a Bid Protest. The Bidder’s failure to fully comply with these procedures shall constitute a waiver of any right to further pursue a Bid Protest.

f. The District’s Chief Facilities Officer or his designee shall review the Bid Protest and shall issue his or her determination within a reasonable amount of time prior
37. **District Standards.** In accordance with California Public Contract Code Section 3400, a designee of the District has made a finding that particular materials, products, things, and/or services are to be designated in the Contract Documents by specific brand or trade name for the following purpose: in order to match other products in use on a particular public improvement either completed or in the course of completion (“District Standards”).

38. **Escrow.** As a condition for approving progress payments, the District requires a 5% retainage to be deducted from each progress payment, unless the District finds the Work to be of sufficient complexity and difficulty to justify increasing retainage to 10% deducted from each progress payment. In accordance with the provisions of Public Contract Code Section 22300, substitution of eligible and equivalent securities for any monies withheld to ensure performance under this contract will be permitted at the request and expense of the Contractor.

39. **Documents Required for Execution of the Contract.** Upon approval of the lowest bidder, and notification of award, the selected Contractor must furnish the following bonds (on the District’s forms) and certificate of insurance by a surety or insurance company as appropriate who has obtained a Certificate of Authority (Admitted in CA) from the California Department of Insurance before the San Francisco Unified School District can execute the contract:

   a. Performance Bond (Admitted in CA)
   b. Payment Bond (Admitted in CA)
   c. Certificates of Insurance (Admitted in CA) for:

      (1) Public Liability Insurance, including Comprehensive General Liability
      (2) Automobile Liability
      (3) Worker’s Compensation
      (4) Name San Francisco Unified School District as loss payee. All certificates must give thirty (30) days’ notice to San Francisco Unified School District of insurance policy cancellation or reduction in coverage.

   d. W-9 Form
   e. Criminal Background check

40. **Business Tax Certificate.** In order to receive an award, a Contractor must have a current Business Tax Certificate from the City and County of San Francisco.

END OF SECTION
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
CUPCCAA BID FORM

FOR REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES AWARDED PURSUANT TO THE "INFORMAL BIDDING" PROCEDURES OF THE PUBLIC CONTRACT CODE § 22000, ET SEQ. (THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT ("CUPCCAA") -- INFORMAL BID

PROJECT: Playground Safety Surfacing Project
Dianne Feinstein Elementary School
SFUSD Project Number 11839

Contractor will perform the Work defined in the Contract Documents and fully understands the scope of Work required in this bid and accepts in full payment for that Work the following total lump sum or TOTAL BASE BID AMOUNT, all taxes included:

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TOTAL BASE BID (= Alternates/Allowance + Base Bid)

1. **Work.** Contractor has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents.

2. **Schedule.** Contractor 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.

3. **Subcontractors.** Contractor shall identify the name, location of the place of business, California Contractor State License Number, DIR Registration Number, and kind of work of each subcontractor that will perform work or labor or render service in or about the construction of the Work or improvement in an amount in excess of one-half of 1 percent (0.5%) of the Contractor's total bid. Use extra sheets/extra space as needed.

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<th>NAME</th>
<th>LOCATION</th>
<th>CSLB LIC #</th>
<th>DIR REG#</th>
<th>TYPE OF WORK</th>
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CUPCCAA – Bid Form
Date: April 19, 2016
4. **Bid Bond.** Contractor shall provide with its bid a certified or cashier's check or bidder's bond for an amount not less than ten percent (10%) of the bid amount. The certified or cashier's check or bid bond shall be made payable to the order of the District. If a bid bond accompanies the proposal, the bond shall be secured by an admitted surety company, licensed in the State of California, satisfactory to the District and in the form attached hereto. The certified or cashier's check or bond shall be given as a guarantee that Contractor will enter into the Contract if awarded the Work, and in the case of refusal or failure to enter into the Contract, the District shall have the right to award to another bidder. If Contractor fails or refuses to timely enter into the contract, the District reserves the right to declare the bid bond forfeited and to pursue all other remedies in law or equity relating to such breach including, but not limited to, seeking recovery of damages for breach of contract. Failure to provide bid security, or bid security in the proper amount, will result in rejection of the bid.

5. **Noncollusion Affidavit.** Contractor shall provide with its bid the Noncollusion Affidavit in the form attached hereto.

6. **License.** Contractor 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. Contractor further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

7. **Bid Protests.** Any bid protest by any Contractor regarding any other bid on this Project must be submitted in writing to the District, before 5:00 p.m. of the SECOND (2ND) business day following the date of bid opening, or the Contractor waives its right to protest. The protest must contain a complete statement of any and all bases for the protest and the Contractor must concurrently transmit a copy of the protest to all other bidders that appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

8. **Addenda.** Receipt and acceptance of the following addenda is hereby acknowledged.

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<th>ADDENDA #</th>
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9. **Contract Form.** District's Contract Form is part of the Contract Documents. The scope of the Project is as described in Exhibit "A" to the Contract. The successful Contractor shall, within seven (7) calendar days of notice that it has been awarded the Contract, be required to provide to the District all certifications, bonds, insurance documents, construction schedule, subcontractor list and all other required documentation as indicated in the Contract.

Contractor hereby certifies to the District that all representations, certifications, and statements made by Contractor, 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 Contractor ________________________________

Signed by __________________________________________________________________________________

CUPCCAA – Bid Form
Date: April 19, 2016
Title of Signer ____________________________________________________________
Address of Contractor ____________________________________________________
Taxpayer's Identification No. of Contractor _________________________________
Department of Industrial Relations (DIR) Registration No. of Contractor __________
Telephone Number _________________________________________________________
Fax Number __________________________________________________________________
E-mail ___________________________________________ Web page _______________________
Contractor's License No(s): No.: _____Class: _____Expiration Date: ____________
No.: ___________Class: _____Expiration Date: __________
BID BOND (SECURITY)

(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 ________
and authorized to do business as a surety in the State of California, are held and firmly bound
unto the San Francisco Unified School District (“District”) of the City and County of San
Francisco, State of California as Obligee, in the sum of

____________________________($_____________________)
lawful money of the United States of America, for the payment of which sum well and truly to
be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors,
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid
to the District for all Work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded 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) 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 a reasonable attorneys’
fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within
sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder
may withdraw its bid for ninety (90) days after the date of the bid opening.
IN WITNESS WHEREOF, this instrument has been duty executed by the Principal and Surety above named, on the __________ day of ____________________________, 20__. 

__________________________
Principal

__________________________
By

__________________________
Surety

__________________________
By

__________________________
Name of California Agent of Surety

__________________________
Address of California Agent of Surety

__________________________
Telephone Number of California Agent of Surety

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

END OF DOCUMENT
NON-COLLUSION AFFIDAVIT
Public Bid Code § 7106

TO BE EXECUTED BY CONTRACTOR BIDDER

STATE OF CALIFORNIA  )
COUNTY OF _____________________________ ) ss.

______________________________ being first duly sworn

deposes and says that he or she is ________________________________
of ________________________________

the Contractor making the foregoing Bid, 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 proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix its proposal or the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the proposal or the Bid price, or of that of any other Bidder, or to secure any advantage against the District of anyone interested in the proposed Bid; that all statements contained in its proposal and Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her proposal or the 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 proposal or Bid.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information in this Non-collusion Affidavit is true and correct.

Date: ________________________________

Proper Name of Contractor: ________________________________

Signature: ________________________________

Print Name: ________________________________

Title: ________________________________

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

END OF DOCUMENT
CONTRACT DOCUMENTS
CONTRACT FOR REPAIRS, MAINTENANCE OR SMALL CONSTRUCTION PROJECTS
AWARDED PURSUANT TO THE "INFORMAL BIDDING" PROCEDURES OF THE PUBLIC
CONTRACT CODE § 22000, ET SEQ. (THE UNIFORM PUBLIC CONSTRUCTION
COST ACCOUNTING ACT ("CUPCCAA").

THIS CONTRACT is made and entered into this __________________ day of __________
____, 20__ ("Contract"), by and between ____________________________ ("Contractor")
and San Francisco Unified School District ("District"). Contractor and District may be referred
to herein individually as a “Party” or collectively as the “Parties.”

1. **Contract Price & Services.** After the District has issued a Notice to Proceed, the
   Contractor shall furnish to the District for a total price of ________________
   ___ Dollars ($__________) ("Contract Price"), the following repairs,
   maintenance or construction services ("Services" or "Work"): [DESCRIBE SERVICES OR
   ATTACH SCOPE OF WORK AND DESIGNATE AS EXHIBIT "A"]

2. **Payment.** Payment for the Work shall be made in accordance with the Terms and
   Conditions attached hereto.

3. **Site.** Contractor shall perform the Work at ____________________________ ("Premises" or
   "Site"). The Project is the scope of Work performed at the Site.

4. **Contract Time & Liquidated Damages.** Work shall be completed by ________, 20__.
   [IDENTIFY COMPLETION DATE] [OR] Work shall be completed within ________________
   [SPELL OUT COMPLETION DAYS] (______) [NUMBER OF
   DAYS] consecutive calendar days from the date specified in the District’s Notice to
   Proceed. ("Contract Time") Contractor agrees that if the Work is not completed within the
   Contract Time and/or pursuant to the completion schedule, construction schedule, or
   project milestones developed pursuant to provisions of the Contract, it is understood,
   acknowledged, and agreed that the District will suffer damage which is not capable of being
   calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the
   District, as fixed and liquidated damages for these incalculable damages, the sum of  ___
   ____________ Dollars ($__________) per day for each and every calendar day of delay beyond the
   Contract Time or beyond any completion schedule, construction schedule, or Project milestones established
   pursuant to the Contract.

5. **Bonds & Insurance.**
   a. **Payment Bond & Performance Bond:** Contractor shall not commence the Work until
      it has provided to the District, a Payment (Labor and Material) Bond and a Performance
      Bond, in the forms attached hereto, each in an amount equivalent to one hundred
      percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the
      State of California and otherwise acceptable to the District.

      **Insurance:** Contractor shall have and maintain in force during the term of this
      Contract, with the minimum indicated limits, the following insurance: [DISTRICT HAS THE
      DISCRETION TO ADJUST THESE LIMITS BASED ON SIZE AND SCOPE OF
      CONTRACT]
Commercial General Liability, with Products and Completed Operations Coverage $1,000,000 per occurrence; $2,000,000 aggregate

Automobile Liability, Any Auto, Combined Single Limit $1,000,000 per occurrence; $2,000,000 aggregate

Workers Compensation Statutory limits pursuant to State law

Employers’ Liability $2,000,000

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker’s compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor’s policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

6. **Project Oversight.** Inspection and acceptance of the Work shall be performed by _______ of the Bond Program Department of the District. The architect for the Project is _______ ("Architect") and the project manager on the Project is _______ _______ ("Project Manager")

7. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions.

8. **Contract Documents.** The Contract Documents for this Project include and incorporate the following documents (where checked):

- ✓ Notice Calling for Bids
- ✓ Instructions to Bidders
- ✓ CUPCCAA Bid Form
- ✓ Non-collusion Affidavit
- ✓ Bidders Security
- ✓ Terms and Conditions to Contract
- ✓ Exhibit “A” (Scope of Work)
- ✓ Prevailing Wage Certification
- ✓ Workers’ Compensation Certification
- ✓ Criminal Background Investigation Certification
- ✓ Drug-Free Workplace Certification
- ✓ Smoke-Free Workplace Certification
- ✓ Asbestos & Other Hazardous Materials Certification
- ✓ Lead-Product(s) Certification
- ✓ Insurance Certificates and Endorsements
- ✓ Performance Bond
- ✓ Payment Bond
- ✓ District Standards
- ✓ Format for Proposed Change Order
- ✓ W-9
- ✓ Business Tax Certificate
- ✓ Project Plans
- ✓ Special Conditions
- ✓ Roofing Contract Financial Interest Certification
- ✓ Specifications
- ✓ _______ [Other ]

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Dated: __________________________, 20__  Dated: __________________________, 20__
San Francisco Unified School District

By: ____________________________
Print Name: ______________________
Print Title: ________________________

__________________________ Contractor

By: ____________________________
Print Name: ______________________
Print Title: ________________________

Information regarding Contractor:

Type of Business Entity:

____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation
____ Limited Liability Company
____ Other:

__________________________

Employer Identification and/or Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.
TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor’s ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

3. **EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.

4. **SUBCONTRACTORS:** Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify by name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars ($10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor’s work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

5. **NOTICE OF LABOR DISPUTES:** Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or is threatening to delay the timely performance of its Contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the District. In addition, the Contractor shall take all appropriate measures to eliminate or minimize the effect of such labor dispute on the currently accepted construction Schedule, including but not limited to such measures as: promptly seeking appropriate injunctive relief; filing appropriate charges with the National Labor Relations Board under the applicable provisions of the Labor Management Relations Act of 1947, as amended; filing appropriate damage actions; taking such measures as establishing a reserved gate, as appropriate; if reasonably feasible, seeking other sources of supply or service; or any other measures that may be appropriately utilized to limit or eliminate the effect of the labor dispute. To the extent the Contractor fails to initiate measures that are appropriate, it is not entitled to an extension of time. In addition, any delay impact on any other Contractor's schedule or on the Construction Schedule will be considered as a Contractor-caused delay under any and all applicable provisions of the Contract.
6. **TERMINATION:** If Contractor fails to perform the Services and Contractor’s duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor’s obligations under this Contract, or if Contractor violates any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

7. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District’s rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

8. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor’s belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension. Please refer to the District’s Format for Proposed Change Order form for maximum allowable labor and material mark-up.

9. **TRENCH SHORING:** If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District’s approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

10. **ENCOUNTERING HAZARDOUS MATERIALS:**

    - **Excavations over Four Feet:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered
and generally recognized as inherent in work of the character provided for in
the Contract.

- **All other Hazardous Materials or Conditions:** The Contractor shall
promptly notify the District, in writing, of any materials or conditions it
believes constitute hazardous waste, and the District shall promptly
investigate the conditions, and if it finds that the conditions do materially so
differ, or do involve hazardous waste, and cause a decrease or increase in
the Contractor's cost of, or the time required for, performance of any part of
the Work shall issue a change order under the procedures described in the
Contract. In the event that a dispute arises between the District and the
Contractor regarding whether the conditions materially differ, or involve
hazardous waste, or cause a decrease or increase in the Contractor's cost of,
or time required for, performance of any part of the work, the Contractor
shall not be excused from any scheduled completion date provided for by the
Contract, but shall proceed with all Work. Contractor shall retain any and all
rights provided either by Contract or by law which pertain to the resolution of
disputes and protests between the contracting parties.

11. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education
Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead
plumbing and solders, or other potential sources of lead contamination shall be utilized
on this Project, and only trained and state-certified contractors, inspectors and workers
shall undertake any action to abate existing risk factors for lead. Contractor must
execute the Lead-Based Paint Certification, if applicable.

12. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among
its employees and the employees of its subcontractors and shall not employ or work
any unfit person or anyone not skilled in work assigned to him or her. Any person in
the employ of the Contractor or a subcontractor whom the District may deem
incompetent or unfit shall be dismissed from the Site and shall not again be employed
at Site without written consent from the District.

13. **DRUG-FREE / SMOKE FREE POLICY:** No drugs, alcohol and/or smoking are allowed
at any time in any buildings and/or grounds on District property. No students, staff,
visitors, consultants or contractors are to use drugs on these sites. No Smoking is
allowed onsite within fifteen (15) feet from any exit, entrance, operable window or
vents. (SFHC Art. 19(f).)

14. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and
without reimbursement from the District, any work necessary to correct errors or
omissions which are caused by the Contractor's failure to comply with the standard of
care required herein.

15. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work
Specifications shall be made without the prior written approval of the District.

16. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of
personnel employed on the job Site, use of equipment, and quality of workmanship,

17. **CLEAN UP:** Debris shall be removed from the Premises. The Site shall be in order at all
times when work is not actually being performed and shall be maintained in a
reasonably clean condition.
18. **ACCESS TO WORK:** District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

19. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury. Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the Contract and shall take all necessary measures and be responsible for the proper care and completion and final acceptance by District.

20. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

21. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

22. **WEATHER DAYS.** Delays due to adverse weather conditions will only be permitted only if the number of days of adverse weather exceeds the following parameters and only if Contractor can verify that adverse weather caused delays exceeds the following number of calendar days: January, [11]; February [10]; March [10]; April [6]; May [3]; June [1]; July [0]; August [0]; September [1]; October [4]; November [7]; December [10].

23. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

24. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.

25. **INDEMNIFICATION / HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the “indemnified parties”) from any and all demands, losses, liabilities, claims, suits, and actions (the “claims”) of any kind, nature, and description, including, but not limited to, attorneys’ fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
26. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission (“Application for Payment”). Within thirty (30) days after District’s approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor’s obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District’s right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200, 7201 and 9200, et seq.

27. **PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor’s sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.

28. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker’s Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

29. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected characteristic, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

30. **DISABLED VETERAN BUSINESS ENTERPRISES:** N/A
31. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of two (2) years from District’s written approval of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

32. **INSTRUCTIONS AND MANUALS:** Three (3) copies each of all maintenance instructions, application/installation instructions and service materials called for in the Contract Documents shall be provided by the Contractor. These shall be complete as to drawings, details parts lists, performance data and other information that may be required for the District to easily maintain and service the materials and equipment installed under this Contract. All manufacturers’ application/installation instructions shall be given to the Inspector at least ten (10) days prior to first material application or installation of the item by the Contractor. The maintenance instructions and manuals, along with any specified guarantees, shall be delivered by the Contractor to the Architect for review prior to submission to the District. The Contractor or appropriate Subcontractors shall instruct District’s personnel in the operation and maintenance of the more complex equipment prior to final acceptance of the Project.

33. **CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor’s Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

34. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor’s receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

35. **DISPUTES:** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District’s administration office is located, having competent jurisdiction of the dispute. All claims over Three Hundred Seventy-Five Thousand Dollars ($375,000), which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.
   - Notice of the demand for arbitration of a dispute shall be filed in writing with the other Party.
   - The demand for arbitration of any claim of over Three Hundred Seventy-five Thousand Dollars ($375,000) shall be made within a
reasonable time after written notice of the dispute has been provided to the other Party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment.

36. **LABOR CODE REQUIREMENTS:** Provided that the Contract Price is more than $1,000, and the Work is a “public works” under the Labor Code, the Parties agree as follows:

- The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

- District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.

- Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.

- Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.

- Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000).

- Copies of the prevailing rate of per diem wages are on file with the District.

- Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

37. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

38. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in
which the District’s administration office is located.

39. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

40. **BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.

41. **DISTRICT WAIVER:** District’s waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

42. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

43. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties’ mutual consent.
EXHIBIT “A” (“SCOPE OF WORK”)

**Dianne Feinstein Elementary School**
2550-25th Avenue,
San Francisco, CA 94116

Work shall be performed in June 2016.

**The scope of work** is generally described as the removal and replacement of playground safety surfacing in the play yard. There are two types of playground safety surfacing to remove and replace: poured-in-place and tile safety surfacing.

Drawings and specifications will be distributed at the mandatory pre-bid conference.
PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours’ notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date: ____________________________________________

Proper Name of Contractor: __________________________________________

Signature: ____________________________________________

Print Name: ____________________________________________

Title: ____________________________________________
WORKERS’ COMPENSATION CERTIFICATION

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, 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 employees.

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 the Work of this Contract.

Date: ________________________________

Proper Name of Contractor: ________________________________

Signature: ________________________________

Print Name: ________________________________

Title: ________________________________

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)
CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District that (1) he/she is a representative of the Contractor, (2) he/she is familiar with the facts herein certified, (3) he/she is authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

   _____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor’s employees and of all of its subcontractors’ employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

   _____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor’s employees and District pupils at all times; and/or

   _____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor’s employees and its subcontractors’ employees is:

   Name: ____________________________
   Title: ____________________________

   _____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan’s Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California’s “Megan’s Law” Website (http://www.meganslaw.ca.gov/).

Contractor’s responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: ____________________________
Proper Name of Contractor: ____________________________
Signature: ____________________________
Print Name: ____________________________
Title: ____________________________
DRUG-FREE WORKPLACE CERTIFICATION

PROJECT NO.: ________________ between San Francisco Unified School District (the “District” or the “Owner”) and ________________________________ (the “Contractor” or “Bidder”) ________________________, (the “Contract” or the “Project”).

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. The District is not a “state agency” as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions which will be taken against employees for violations of the prohibition;

2. Establishing a drug-free awareness program to inform employees about all of the following:
   a. The dangers of drug abuse in the workplace.
   b. The person’s or organization’s policy of maintaining a drug-free workplace.
   c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
   d. The penalties that may be imposed upon employees for drug abuse violations.

3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I
further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.
I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: ________________________________

Proper Name of Contractor: ________________________________

Signature: ________________________________

Print Name: ________________________________

Title: ________________________________
SMOKE-FREE ENVIRONMENT CERTIFICATION

PROJECT NO.: __________________between San Francisco Unified School District (the “District” or the “Owner”) and ________________________________ (the “Contractor” or the “Bidder”) ____________________________ (the “Contract” or the “Project”).

This Smoke-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property. No Smoking is allowed onsite within fifteen (15) feet from any exit, entrance, operable window or vents. (SFHC Art. 19(f).)

I acknowledge that I am aware of the District’s policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents to use tobacco and/or smoke on the Project site.

Date: ______________________________________

Proper Name of Contractor: ______________________________________

Signature: ______________________________________

Print Name: ______________________________________

Title: ______________________________________
ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the abovementioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: ________________________________

Proper Name of Contractor: ___________________________________________

Signature: ________________________________

Print Name: ________________________________

Title: ________________________________
LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products. Because the Contractor and its employees will be providing services for the District, and because the Contractor’s work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (Including Title 8, California Code of Regulations, Section 1532.1). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.
THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER’S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date: 

Proper Name of Contractor: 

Signature: 

Print Name: 

Title: 
PERFORMANCE BOND

PERFORMANCE BOND (100% of Contract Price)
(Note: Contractors must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board (“Board”) of the San Francisco Unified 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:

______________________________________________ (Project Name)
(“Project” or "Contract")

which Contract dated _________________, 20___, 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 warrantees 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, replace, 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 shall limit the District’s rights or the Contractor’s or Surety’s obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15. 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 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 Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor’s broker for this bond, but must be an employee of the Surety or the Surety’s legal counsel:

________________________________________

________________________________________

Attention: ________________________________

Telephone No.: (____) ____-_________

Fax No.: (____) ____-_________

E-mail Address: _________________________

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 ________, 20___.

**Principal**

(Name of Principal)

(Signature of Person with Authority)

(Print Name)

**Surety**

(Name of Surety)

(Signature of Person with Authority)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

Contractor 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.
PAYMENT BOND

PAYMENT BOND -- Contractor’s Labor & Material Bond (100% of Contract Price)
(Note: Contractors must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the San Francisco Unified 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 ________________________(Project Name)
("Project" or "Contract")

which Contract dated ________________, 20___, 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 body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

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 penal 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 bond 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 due under the Unemployment Insurance Act 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 a 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 sections 3179 through 3214 and 3247 through 3252 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.

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 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 Contract Documents or to the Work.

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 ____________________________, 20____.

**Principal**

(Name of Principal)  
(Signature of Person with Authority)  
(Print Name)

**Surety**

(Name of Surety)  
(Signature of Person with Authority)  
(Print Name)  
(Name of California Agent of Surety)  
(Address of California Agent of Surety)  
(Telephone Number of California Agent of Surety)

Contractor 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.
## FORMAT FOR PROPOSED CHANGE ORDERS

<table>
<thead>
<tr>
<th>Line</th>
<th>Item</th>
<th>Amount ($) (+/-)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Direct Labor and allowable Fringe Benefit Costs (1A and 1B):</strong>&lt;br&gt;Attach applicable supporting documentation with itemized breakdowns of Total Basic Labor / Total Basic Fringe Benefits for each trade classification.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>1A.</strong> Total Basic Labor, per applicable DIR Published Determination(s) <strong>$</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>1B.</strong> Total Basic Fringe Benefits, per applicable DIR Published Determination(s) ****</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Line 1 ► <strong>Subtotal of Lines:</strong> 1A + 1B =</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td><strong>Materials:</strong>&lt;br&gt;Attach itemized quantity and unit cost plus sales tax and invoice(s) from vendor(s).</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td><strong>Equipment:</strong>&lt;br&gt;Attach invoice(s) from supplier(s).</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Line 4 ► <strong>Subtotal of Lines:</strong> 1 + 2 + 3 =</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td><strong>Markup on Self-Performed Work - Single mark-up not-to-exceed 10% of Line 4. (Applies to Contractor or Sub, regardless of tier)</strong></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td><strong>Prime Contractor or First Tier Sub Markup on Lower-Tier Subcontractor(s) Work- not-to-exceed 5% of Line 4.</strong></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Line 7 ► <strong>Subtotal of Lines:</strong> 4 + 5 + 6 =</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td><strong>Markup for Labor Burden</strong> on Direct Labor Costs (payroll taxes and premiums), not-to-exceed 25% of Line 1A, absent supporting documentation. (FICA, FUTA, SUTA, WC, etc.)</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td><strong>Bonds &amp; Insurance</strong> for Prime/General Contractor Only, Applied only to Line 4 (Max 2%):</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td><strong>TOTAL</strong> ► <strong>Subtotal of Lines:</strong> 7 + 8 + 9 =</td>
<td></td>
</tr>
</tbody>
</table>

- **LINE 1A** Basic/Direct Labor
- **LINE 1B** Fringe Benefits

- Labor breakdown by trade classification, basic hourly rate and employer payments (e.g., fringe benefits) as published by the DIR, and estimated hours. Labor costs shall only include fringe benefits indicated by governing
trade organizations. Wages shall not exceed current prevailing wages in the locality for performance of the changes.

**Maximum Allowable Labor Burden.**

- The allowable labor burden ("Labor Burden") on changes shall be defined as including only (i) Contractor's net actual cost of payroll taxes (including FICA, Medicare, SUTA, FUTA) and (ii) Contractor's net actual cost for worker's compensation insurance (taking into consideration, without limitation, adjustments for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, etc.).

- With respect to pricing Labor Burden of PCOs and Change Orders, District has established a maximum allowable amount of twenty-five percent (25%) of the Labor Burden associated with the work of the change as a reasonable percentage to be used for pricing PCOs and Change Orders. However, the percentage-amount of Labor Burden allowed for the work of a change may be examined and adjusted by District, in its sole discretion, if documentation justifiably establishes the percentage-amount should be so adjusted; in no event shall the percentage-amount applied to a PCO or Change Order exceed thirty percent (30%).

- **LINE 2** Material.
  - Material quantities, and types of products, and transportation costs, if applicable.

- **LINE 3** Equipment. Equipment breakdown by make, type, size, rental rates, equipment hours and transportation costs, if applicable.
  - The equipment costs shall not exceed one hundred percent (100%) of the Association of Equipment Distributors (AED) rental rates or Caltrans rates, whichever is less. Hourly, daily, weekly, or monthly rates shall be used, whichever is lower. Hourly rates including operator shall not be used.

  - The actual time to be paid for equipment shall be the time that the equipment is in productive operation on the Work under Contract Modification. In computing the hourly rental of equipment, any time less than thirty (30) minutes shall be considered one-half (1/2) hour. No payment will be made for time while equipment is inoperative due to breakdown, or for non-workdays. In addition, the rental time shall not include the time required to move the equipment to and from the project site. No mobilization or demobilization will be allowed for equipment already on site. If such equipment is not moved by its own power, then loading and transportation costs will be paid in lieu of rental time thereof. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the Project Site in any other way than upon the work directly related to the Contract Modification.

  - Individual pieces of equipment having a replacement value of one thousand dollars ($1,000) or less shall be considered to be small tools or small equipment, and no payment will be made since the costs of these
tools and equipment is included as part of the markup for overhead and profit defined herein.

- Payment to the Contractor for the use of equipment as set forth above shall constitute full compensation to the Contractor for the cost of fuel, power, oil, lubricants, supplies, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators), and any and all costs to the Contractor incidental to the use of the equipment.

- Should Contractor, or any of its owners, officers, directors or agents, hold any ownership interest in any company, organization, association or corporation from whom rental equipment is secured. Contractor shall immediately notify District of such and the price set for any such rental shall be agreed upon in advance by the Contractor and the District.

- Markup for Overhead and Profit. Markup allowed for changes in work is inclusive of and shall be used to compensate Contractor for overhead and profit for all costs for all administration, general conditions, and supervision, including, without limitation:

  - All field, field office and home office personnel including, but not limited to, principals, project managers, superintendents, supervisory foremen, estimators, project engineers, detailers, draftsmen, schedulers, consultants, watchmen, payroll clerks, administrative assistants, labor compliance costs and secretaries.

  - All field, field office and home office expenses including, but not limited to, field trailers, parking, storage sheds, office equipment and supplies, telephone service and long distance telephone calls, fax machines, temporary utilities, sanitary facilities and services, janitorial services, small tools and equipment with a cost under $1000 each, portable scaffolding, blocking, shores, appliances, job vehicles, security and fencing, conformance to regulatory requirements including compliance to
safety regulations, safety programs and meetings, cartage, warranties, As-Built Drawings, as well as any related maintenance costs.

- Administrative functions such as, but not limited to, reviewing, coordinating, distributing, processing, posting, recording, estimating, negotiating, expediting, engineering, drawing, detailing, revising shop drawings, carting, cleaning, protecting the work, and other incidental Work related to the change.

- All other costs and taxes required to be paid, but not included under direct costs as defined above including, without limitation, payroll taxes, social security, etc.

➢ **LINE 8** Maximum Allowable Labor Burden on Basic Labor LINE 1A.

  - The allowable labor burden ("Labor Burden") on changes shall be defined as including only (i) Contractor's net actual cost of payroll taxes (including FICA, Medicare, SUTA, FUTA) and (ii) Contractor's net actual cost for worker's compensation insurance (taking into consideration, without limitation, adjustments for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, etc.).

  - With respect to pricing Labor Burden of PCOs and Change Orders, District has established a maximum allowable amount of twenty-five percent (25%) of the Labor Burden associated with the work of the change as a reasonable percentage to be used for pricing PCOs and Change Orders. However, the percentage-amount of Labor Burden allowed for the work of a change may be examined and adjusted by District, in its sole discretion, if documentation justifiably establishes the percentage-amount should be so adjusted; in no event shall the percentage-amount applied to a PCO or Change Order exceed thirty percent (30%).

➢ **LINE 9** Contractor’s Additional Bonds and Insurance, if any. All costs for Contractor's additional bonds and insurance, if any applicable to the change. Contractor shall not include any markup for these costs. The maximum allowable percentage for bonds and insurance for a change shall not exceed two percent (2%) of the direct labor and allowable fringe benefit costs (Format for Proposed Change, Lines 1A + 1B).

➢ **Taxes.** Federal excise tax shall not be included. District will issue an exemption on request.

➢ **Time.** Justification for any adjustment in Contract Time including a schedule analysis identifying critical schedule activities delayed by the request.