

PROJECT MANUAL

**Kitchen & Dining Hall Project @
Matilija Junior High School
PROJECT NO. 2019-1604**

Bid Opening: June 7TH, 2020, 2:00 P.M.

for

OJAI UNIFIED SCHOOL DISTRICT

May 19, 2020

CONTENTS

Notice to Contractors Calling for Bids-----	Pages 3-4
Information for Bidders -----	Pages 5-15
Bid Form -----	Pages 16-17
OUSD Contract -----	Pages 18-30
Bid Bond -----	Page 32
Designation of Subcontractors -----	Pages 34-35
Certification of Contractors -----	Page 37
Non Collusion Affidavit -----	Page 39
Prevailing Wage Certification -----	Page 41
Workers Compensation -----	Page 43
Criminal Background Check -----	Pages 45-46
Drug-Free Workplace Certification -----	Pages 48-49
Alcohol and Tobacco-Free Certification -----	Page 51
Asbestos-Free Material Certification -----	Page 53
Performance Bond -----	Pages 55-56
Payment Bond -----	Pages 58-59
Project Plans and Specifications -----	Pages 61-65
Project Scope -----	Page 66

DOCUMENT 00020

NOTICE TO CONTRACTORS CALLING FOR BIDS

NOTICE IS HEREBY GIVEN that **Ojai Unified School District** of Ventura County, California, acting by and through its Governing Board, hereinafter referred to as the DISTRICT will receive up to, but not later than 2:00 o'clock p.m. of the 7th day of June, 2020, sealed bids for the award of a contract for:

**Kitchen & Dining Hall Project @
Matilija Junior High School
Project Number: 2019-1604**

Bids shall be received in the office of the Business Department, OJAI UNIFIED SCHOOL DISTRICT located at 414 E Ojai Ave, Ojai, CA 93023 and shall be opened and publicly read aloud at the above-stated time and place.

A in lieu of a **pre-bid Conference** , Emails may be sent to Awhite@ojaiusd.org up until June 2, 2020 at 4:00 p.m.

The project address is:

Matilija Junior High School: 703 El Paseo Road, Ojai 93023

Each bid must conform and be responsive to the contract documents, copies of which are now on file and may be obtained after February 26th, 2019 on the Ojai Unified School District Website (<https://vrapp.vendorregistry.com/Bids/Manager/BidsList?menuItem=Solicitations>).

Each bid shall be accompanied by the security referred to in the contract documents, the non-collusion affidavit, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

NOTICE TO CONTRACTORS

In contracts involving an expenditure in excess of \$25,000.00, the successful bidder shall file a payment bond issued by an admitted Surety approved to conduct business in the State of California approved by the District in the form set forth in the contract documents.

The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the contract which will be awarded to the successful bidder. The prevailing rate of per diem wages as determined by the State Director of Industrial Relations are AVAILABLE ON THE INTERNET at the World Wide Website of the State Department of Industrial Relations at www.dir.ca.gov under Statistics and Research.

It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the said specified rates to all workers employed by them in the execution of the contract.

Minority, women, and disabled veteran contractors are encouraged to submit bids. This bid **is not** subject to Disabled Veteran Business Enterprise requirements.

This contract **is not** subject to a labor compliance program, as described in subdivision (b) of Section 1771.5 of the Labor Code.

Each Bidder shall be licensed in one of the following classifications: Not Applicable
No bidder may withdraw a bid for a period of Thirty (30) days after the date set for the opening of bids.

Dated this [May 19, 2020](#)

Alan White
Bond Manager
OJAI UNIFIED SCHOOL DISTRICT
of Ventura County, California

END OF DOCUMENT

NOTICE TO CONTRACTORS

DOCUMENT 00100
INFORMATION FOR BIDDERS

1. Preparation of Bid Form

The District invites bids on the **attached** form to be submitted at such time and place as is stated in the Notice to Contractors Calling for Bids, not later than 2:00 o'clock pm of the 7th day of June, 2020. Bids shall be received in the Business Office located at Ojai Unified School District, 414 E Ojai Ave, Ojai, CA 93023. All blanks in the bid form must be appropriately filled in, and all prices must be stated in both words and figures. If a different price is stated in words than is stated in figures, the price stated in words shall be the price bid. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, their address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that his bid is received in proper time. All bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

2. Bid Security

Each bid shall be accompanied by a certified or cashier's check payable to District, or a satisfactory bid bond in favor of District executed by the bidder as principal and an admitted surety approved to conduct business in the State of California as surety, in an amount specified in the Special Conditions hereof. The check or bid bond shall be given as a guarantee that the bidder shall execute the contract if it be awarded to him in conformity with the contract documents and shall provide the surety bond or bonds as specified therein within five (5) days after notification of the award of the contract to the bidder.

3. Faxed and Electronic Mail Bids

All bids must be under sealed cover. District will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission.

4. Signature

The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

5. Modifications

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the District's rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if

INFORMATION FOR BIDDERS

the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of bids.

6. Erasures/Mutilation of Bid Documents

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.

Contractors should not deface or mutilate the bid documents to the extent that they may not be usable for construction purposes. Bid documents obtained under deposit shall be returned within 10 days after bid opening.

7. Examination of Site and Contract Documents

Each bidder shall be required to visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract documents, form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from obligations with respect to his bid or to the contract

7.1 Each bidder, by making his bid represents that he has read and understands the Contract and Bid Documents and any and all related reports and information. After executing the Agreement, no consideration will be given to any claim of misunderstanding of the documents.

7.2 Each bidder, by making his bid, represents that he has visited the site, inspected the area of the work, and familiarized himself with the local conditions under which the work is to be performed. Such inspection shall specifically consider requirements for accessing the site and determining the work can be completed as required by, and as shown in, the Contract Documents.

7.3 With District's approval, including provision of insurance as required, and after scheduling access with the District, each bidder may conduct additional site investigations at the bidder's sole cost.

8. Withdrawal of Bids

INFORMATION FOR BIDDERS

Any bidder may withdraw his bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids.

9. Agreements and Bonds

The Agreement form which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds which he will be required to furnish at the time of execution of the Agreement, are included in the contract documents and shall be carefully examined by the bidder. The required number of executed copies of the Agreement, the Performance Bond, and the Payment Bond for Public Works is as specified in the Special Conditions.

The Performance Bond must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the District is legally permitted to establish and which it has established.

The Payment Bond must be in the amount of 100 percent of the total amount payable. The Payment Bond must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the District is legally permitted to establish.

Bonds shall be in the form set forth in the contract documents.

10. Interpretation of Plans and Documents

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other contract documents, or other information pertaining to the site (including any available soils or geotechnical report) or finds discrepancies in, or omissions from the drawings and specifications, he is hereby required in accordance with Public Contract Code section 1104 to submit to the Architect a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents or other available information will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the contract documents. At the option of the District, all addenda may be mailed, delivered, faxed, made available for pick-up or sent via electronic mail. District shall have the option to send a hard copy via regular mail or overnight delivery, at the option of District. No oral interpretation of any provision in the contract documents will be made to any bidder. Numbers spelled out in words will take precedence over numerals / figures. The last date to submit a request for information shall be March 18th, 2019.

11. Bidders Interested in More Than One Bid and Bidders Not Qualified to Bid

INFORMATION FOR BIDDERS

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders or making a prime proposal. **No person, firm, or corporation shall be allowed to bid who has participated in the preparation of contract specifications; a bid by such a person, firm or corporation shall be determined to be nonresponsive.**

12. Award of Contract

The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by the District, will be to the lowest responsible bidder therefore.

13. Additive and Deductive Items: Method of Determining Lowest Bid

Pursuant to Public Contract Code section 20103.8, should this bid solicitation include additive and/or deductive items, the checked [X] method shall be used to determine the lowest bid:

☒ (a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

☐ (b) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in the numerical order set forth in the bid form.

☐ (c) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified list of those items that, when in the bid form and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the District before the first bid is opened.

☐ (d) The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

If no method is checked, sub-paragraph (a) shall be used to determine the lowest bid.

Notwithstanding the method used by the District to determine the lowest responsible bidder, the District retains the right to add to or deduct from the contract any of the additive or deductive items included in the bid solicitation.

14. Evidence of Responsibility

INFORMATION FOR BIDDERS

Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, his construction experience in the type of work being required by the District, and his organization available for the performance of the contract and any other required evidence of the bidder's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit requested evidence of a bidder's responsibility to perform the proposed contract may result in rejection of the bid.

15. Listing Subcontractors

Each bidder shall submit with his sealed bid a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 and following). Forms for this purpose are furnished with the contract documents. In addition to these requirements, within one business day after the bid opening, Contractor shall provide the address, phone number, and license number of each listed subcontractor. If the bidder fails to provide information within one business day, District may in its discretion, reject the bid as nonresponsive.

16. Workers' Compensation

In accordance with the provisions of section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with District the following certificate prior to performing the work under this contract:

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.

The form of such certificate is included as part of the contract documents.

17. Substitution of Security

Monies withheld by the District to ensure performance under the contract may be released in accordance with Public Contract Code section 22300 and the contract documents.

18. Contractor's License

If, at the time the bids are opened, bidder is not licensed to perform the project in accordance with division 3, chapter 9 of the Business and Professions Code of the State

INFORMATION FOR BIDDERS

of California (Section 7028.15) and the Notice to Contractors Calling for Bids, the bid will not be considered.

19. Storm Water Permit for Construction Activity

As applicable, it shall be the responsibility of the successful bidder to file a Notice of Intent and procure a State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit). The successful bidder shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating work. The successful bidder shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by Permit and as required by Article 69 of the General Conditions. It shall be the responsibility of all bidders to evaluate and include in the bid the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revisions to the SWPPP. The successful bidder shall also include in his bid the cost of monitoring as required by the Permit.

As applicable, it shall be the responsibility of the successful bidder to comply with the County of Ventura Low Impact Development techniques as outlined in the County of Ventura Low Impact Development Handbook and Appendices, available through the County of Ventura Department of Planning and Land Use, copy on file with the District.

Successful bidders will submit a weekly storm water observation and illicit discharge report to District's facilities department, attention Executive Director of Operations.

20. Ethics in Bidding.

The District expects the bidders to maintain high ethical standards in engaging in the competitive bidding process. The bid amount of one bidder should not be divulged to another before the award of the subcontract or order, nor should it be used by Contractor to secure a lower proposal from another bidder on that project (bid shopping). Subcontractors or Suppliers should not request information for the Contractor regarding any sub-bid in order to submit a lower proposal on that project (bid peddling). District will consider any bidder found to be engaging in such practices to be a non-responsible bidder and may reject its bid on that ground.

21. Substitutions and Special Brand Names

In accordance with Public Contract Code section 3400 "prior to or after the award of the contract", district must provide for "submission of data substantiating a request for a substitution of 'an equal' item." Therefore, **if the bidder is submitting "an equal" item**

INFORMATION FOR BIDDERS

or product or work, the make and grade of the item, product or work which is to be substituted shall be provided to the District in the sealed bid submittal package.

The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information which describes the substituted item or product or work and substantiates that it is an "or equal" to the specified item or product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the contract price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a signed affidavit from the Contractor stating that the substituted item or product or work is equivalent to the specified item or product or work in every way except as listed on the affidavit. Failure to submit all the needed substantiating data, including the signed affidavit, may result in a determination that the bid is nonresponsive. BIDDERS ARE SPECIFICALLY NOTIFIED THAT THE SUBMISSION OF THIS DOCUMENTATION IN NO WAY OBLIGATES THE DISTRICT OR ITS REPRESENTATIVE TO REVIEW SUCH DOCUMENTATION PRIOR TO CONTRACT AWARD. FURTHERMORE, IF A PROPOSED SUBSTITUTION IS REJECTED, BIDDER SHALL BE RESPONSIBLE TO PROVIDE THE ITEM OR PRODUCT OR WORK AS ORIGINALLY SPECIFIED AT NO ADDITIONAL COST TO THE DISTRICT. DISTRICT HAS THE COMPLETE AND SOLE DISCRETION TO DETERMINE IF AN ITEM OR ARTICLE IS AN EQUAL ITEM.

22. Fingerprinting

By law it is the District's responsibility to determine whether a contractor must provide fingerprint certification. Pursuant to Education Code section 45125.2, the District considers the totality of the circumstances in order to determine if fingerprinting of employees of a contractor working on a school site is required. Factors to be considered include the length of time the contractor's employees are on school grounds, whether students are in proximity with the location where the contractor's employees are working, and whether the contractor's employees are working alone or with others. **A determination regarding whether fingerprint certification is required is contained in the special conditions.**

23. Labor Compliance Program.

This contract is not subject to a labor compliance program. as described in subdivision (b) of Section 1771.5 of the Labor Code. If this contract is subject to the requirements of Section 1771.7 of the Labor Code, the District to is required initiate and enforce a labor compliance program, as described in subdivision (b) of Section 1771.5 of the Labor Code. The law requires that District's labor compliance program shall include, but not be limited to, the following requirements:

- (a) All bid invitations and public works contracts shall contain appropriate language concerning the requirements of this chapter.

INFORMATION FOR BIDDERS

- (b) A pre-job conference shall be conducted with the contractor and subcontractors to discuss federal and state labor law requirements applicable to the contract.
- (c) Project contractors and subcontractors shall maintain and furnish, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.
- (d) The District shall review, and, if appropriate, audit payroll records to verify compliance with this chapter.
- (e) The District shall withhold contract payments when payroll records are delinquent or inadequate.
- (f) The District shall withhold contract payments equal to the amount of underpayment and applicable penalties when, after investigation, it is established that underpayment has occurred.

The District shall enforce a labor compliance program. A copy of the labor compliance program as currently adopted by the District is included with these bid documents. The labor compliance program which is approved by the Director of the Department of Industrial Relations (the "Labor Compliance Program") is incorporated by reference into the Contract and it will be enforced as required by state law and regulations and the Director of the Department of Industrial Relations.

In accordance with subdivision (b)(1) of Section 1771.5 of the Labor Code, the following notice is given: Contractor and any subcontractors are required to review and comply with the provisions of the California Labor Code, Part 7, Chapter 1, beginning with Section 1720, and the regulations of the Department of Industrial Relations implementing those provisions as more fully discussed in the Contract Documents and the labor compliance program as currently adopted by the District which is included with the bid documents. These statutory and regulatory provisions contain specific requirements, for example, concerning the determination and payment of prevailing wages, retention, inspection and auditing of payroll records, use of apprentices, payment of overtime compensation, securing of workers compensation insurance, and various criminal penalties or fines which may be imposed for violations of the requirements of the chapter. Submission of a bid constitutes Contractor's representation that it has thoroughly reviewed these requirements.

24. Disabled Veterans Participation Goals.

In accordance with Education Code section 17076.11, this District has a participation

INFORMATION FOR BIDDERS

goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such project, the Contractor shall provide appropriate documentation to the District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that the District can assess its success at meeting this goal.

The Office of Small Business and DVBE Certification (OSDC), (916) 375-4940,

www.osmb.dgs.ca.gov/BIS/bis_queries/bis_queries_menu.asp,

is an information resource to assist bidders in locating Disabled Veteran Business Enterprises. (Please note: while the OSDC may be used as a resource, the DVBE Program administered by OSDC applies to state contracts not local agency (school district) contracts.)

25. Bid Protests.

Any bidder having submitted a bid on the project may file a protest against the proposed contract award or challenging the validity of other bids. The protest must meet all of the following requirements:

The protest shall be submitted in writing and shall contain all the materials required by these provisions; one that does not contain all the required material shall not be recognized.

The protest shall be received by the Owner no later than the close of business on the second business day after bid opening; one received after that time shall not be recognized.

Each protest shall contain the following:

- (a) Identification by name, address, and telephone number of the protesting person(s) company and/or organization and identification of the project to which the protest pertains.
- (b) The protest shall set forth in detail all grounds for the protest, including without limitation all facts, identification by name of any other bids or bidders involved with the protest, all supporting documentation, together with any legal authorities and/or argument in support of the grounds for the protest. Any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by content, admissible, and credible evidence.

Any protest not conforming to the requirements of this section shall be rejected as invalid.

INFORMATION FOR BIDDERS

Where a protest is filed in conformity with this section, the Owner's staff, or such individual(s) as may be designated by the Owner, shall review and evaluate the basis of protest and provide a written decision to the protesting bidder. The written decision shall either concur with or deny the protest.

Submission of a written protest to and receipt of a written decision from the Owner's staff shall be considered an administrative remedy, and failure to follow this procedure shall be a bar to any legal action.

The written decision by the Owner's staff may be appealed to the Owner. The appeal must be filed with the Owner's governing board or other governing body within two business days of the protesting bidder's receipt of the written decision of the Owner's staff.

The appeal must clearly state the reasons and basis for appealing the decision of the Owner's staff, making specific reference to any portions of the material submitted with the protest required.

A hearing on the appeal shall be held before the Owner's governing board or other governing body within 45 days of receipt of the appeal.

The owner's governing board or other governing body will make a decision within seven days following the hearing. The decision of the Owner's governing board or other governing body is not subject to arbitration, mediation, reconsideration, or further appeal.

Submission of an appeal to and receipt of a decision from the Owner's governing board or other governing body shall be considered an administrative remedy, and failure to follow this procedure shall be a bar to any legal action.

26. Procedure for Protesting Being Deemed a Non-Responsive Bidder.

Any bidder or prospective bidder deemed non-responsive after having submitted a bid may file an appeal of the action to the Owner's governing body or other governing body. The protest must meet all of the following requirements.

- (a) The appeal shall be submitted in writing, and shall contain all the materials required by these provisions; one that does not contain all the required material shall not be recognized.
- (b) The appeal must be received by the Owner's governing board or other governing body within two business days of the action by the Owner giving rise to the protest; one received after that time shall not be recognized.
- (c) A hearing on the appeal shall be held before the Owner's governing board or other governing body prior to the award of contract.

INFORMATION FOR BIDDERS

- (d) The decision of the Owner's governing board or other governing body is not subject to arbitration, mediation, reconsideration, or further appeal.
- (e) Submission of a protest to and receipt of a decision from the Owner's governing board or other governing body shall be considered an administrative remedy, and failure to follow this procedure shall be a bar to any legal action.

END OF DOCUMENT

INFORMATION FOR BIDDERS

**DOCUMENT 00300
BID FORM**

TO: Ojai Unified School District, acting by and through its Governing Board, herein called the "District":

1. Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having thoroughly examined and familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with (complete all that apply):

**Kitchen and Dining Hall Project @
Matilija Junior High School
Project Number: 2019-1604**

all in strict conformity with the drawings and specifications and other contract documents, including addenda numbers _____, _____, and _____, on file at the office of the Director of Purchasing of said District for the **base bid amount of** _____ **Dollars (\$** _____ **).**

2. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.
3. The required bid security is attached hereto.
4. The required unit prices form is attached hereto.
5. The required contractor registration certifications form is attached hereto.
6. Non-collusion affidavit is attached hereto.
7. The required list of proposed subcontractors is attached hereto.
8. It is understood and agreed that bidder shall provide the addresses, telephone numbers, and license numbers of all listed subcontractors within one business day of bid opening or bidder's bid may be rejected as nonresponsive.
9. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted. The undersigned will also furnish and deliver to the District the Performance Bond and Payment Bond for Public Works as specified, all within five (5) days after receipt of notification of award. The work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's Notice to the Contractor to Proceed, and shall be completed by the Contractor in the time specified in the contract documents.
10. Notice of acceptance or requests for additional information should be addressed to the undersigned at the address stated below.

11. The names of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state first and last names in full.)

12. NOT APPLICABLE Bidder certifies that he is licensed in accordance with the law providing for the registration of Contractors. License No. _____, Expiration Date class of license _____. NOT APPLICABLE

I, _____, the _____ of the bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct.

Executed on this _____ day of _____ at _____ County, California.

Proper Name of Bidder _____

By _____

Signature of Bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his or her signature shall be placed above.

Business Address: _____

Place of Residence: _____

Telephone: () _____

END OF DOCUMENT

DOCUMENT 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS: THAT we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the _____ Ojai Unified School District, hereinafter called the District, in the penal sum of PERCENT (10 %) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said District for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we 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 the accompanying bid dated _____, 20____ for _____.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and, if the Principal be awarded the contract, and shall within the period specified therefore, or, if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the District, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise 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 said 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 District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly assigned by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

PRINCIPAL_____

By:_____

Title:_____

SURETY:_____

By:_____

Attorney-in Fact

(Attach Attorney-in-Fact Certificate)

BID BOND

ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for Project Name (Hereinafter referred to as the "Project", and submitted it to the _____ SCHOOL DISTRICT (hereinafter referred to as the "Owner" on behalf of _____ (hereinafter referred to as the "Contractor").

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

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

Executed on this _____ day of _____,
20____ at _____.

Name of Contractor (Print or Type)

By: _____

Signature

Print Name

JURAT

Title

State of California

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
by _____, proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

Notary Public in and for
the State of California

Seal

My Commission Expires: _____

AGREEMENT CERTIFICATION: ASB. - 4

DOCUMENT 00600

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the _____ School District (hereinafter designated as "Public Entity"), by action taken or a resolution passed _____, 20____, has awarded to _____, hereinafter designated as the "Principal," a contract for the work described as follows (check those that apply):

**Kitchen and Dining Hall Project @
Matilija Junior High School
PROJECT NO. 2019-1604**

(the "Project"); and

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

NOW THEREFORE, we, the Principal and, as _____ (surety name) Surety, are held and firmly bound unto the Public Entity in the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America, 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.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded 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 said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Entity, its 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.

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

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the ____ day of _____, 20 ____.

PRINCIPAL_____

By:_____

[Attach required acknowledgments]

SURETY_____

By: _____
Attorney-in-Fact

**DOCUMENT 00610
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the _____ School District (hereinafter designated as "Public Entity"), by action taken or a resolution passed _____, 20____, has awarded to _____, hereinafter designated as the "Principal," a contract for the work described as follows (check those that apply):

**Kitchen and Dining Hall Project @
Matilija Junior High School
PROJECT NO. 2019-1604**

(the "Project"); and

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto the Public Entity in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, 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.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay (1) any of the persons named in Section 3181 of the California Civil Code, (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or (3) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor the surety or sureties will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the Public Entity in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Public Entity and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal_____

By _____

Surety_____

By Attorney-in- Fact_____

[Attach required acknowledgments]

Scope of Work:

1. Matilija Junior High School (PROJ#-1604) 703 El Paseo Rd, Ojai, CA 93023
 - a. Provide Equipment per District list