

## NOTICE TO BIDDERS

Notice is hereby given that Tulare City School District (hereinafter referred to as "Owner") will receive sealed bids prior to the date and time stated for the Bid Opening for the award of the Contract to construct:

### POLISH CONCRETE AT LOS TULES MIDDLE SCHOOL & HERITAGE ELEMENTARY SCHOOL

As per drawings and specifications which may now be obtained electronically from the Owner:

The lowest bid shall be determined on the amount of the base bid.

This Contract is not subject to prequalification pursuant to Public Contract Code section 20111.6.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§ 1720 et seq.) of the Labor Code. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§ 1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

Bids must be sealed and filed in the Business Office of the Owner at Tulare City School District, 600 N Cherry Street, Tulare, CA, 93274 by Monday November 4, 2019, (before 11:00 a.m. , on the clock designated by the Owner or its representative as the bid clock, after which time bids will be opened. No bid will be accepted by Owner after this time. Facsimile (FAX) copies of the bid will not be accepted.

A **mandatory** pre-bid job walk will be held on Tuesday, October 22, 2019 at 11:00 a.m. at Tulare City School District Board Room, 600 N. Cherry Street, Tulare, CA. Bidders not attending the entire job walk will result in the bid being rejected and disqualified.

Bids must be accompanied by a bidder's bond, cashier's check, or certified check for at least ten percent (10%) of the amount of the base bid and made payable to the Owner.

Pursuant to the Contract Documents, the successful bidder will be required to furnish a Payment (Labor and Material) Bond in the amount of one hundred percent (100%) of the Contract Sum, and a Faithful Performance Bond in the amount of one hundred percent (100%) of the Contract Sum, as set forth in the Contract Documents.

The successful bidder will be allowed to substitute securities or establish an escrow in lieu of retainage, pursuant to Public Contract Code Section 22300, and as described in the Agreement.

The Owner will not consider or accept any bids from contractors who are not licensed to do business in the State of California, in accordance with the California Public Contract Code, providing for the licensing of contractors. In accordance with Section 3300 of said Code, the bidder shall have a Class D-6 & C-8" license and shall maintain that license in good standing through Contract completion and all applicable warranty periods. For all projects over Twenty-five Thousand Dollars (\$25,000), bidder shall state the public works contractor registration number on the Designation of Subcontractors form for each subcontractor performing more than one-half of one percent (0.5%) of the bidder's total bid.

The Director of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and rate for legal holidays and overtime works. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified.

July 9, 2019

By order of the Board of Trustees  
Of Tulare City School District

By: 

Assistant Supt. of Business Services/Psych. Services

Advertise:     Friday, October 11, 2019  
                  Friday, October 18, 2019

## **INSTRUCTIONS TO BIDDERS**

Polish Concrete at Los Tules Middle School & Heritage Elementary School

TULARE CITY ELEMENTARY SCHOOL DISTRICT

### **SECURING DOCUMENTS:**

Drawings and Specifications are available electronically from the Owner at Tulare City School District Office, 600 N. Cherry Street, Tulare, CA 93274.

This Contract is not subject to prequalification.

The Owner will withhold retention of 5% from all progress payments.

### **REGISTRATION:**

For all projects over Twenty-Five Thousand Dollars (\$25,000), the Owner shall not accept any bid or enter into any contract without proof of the bidder's current registration to perform public work under Labor Code section 1725.5.

For all projects over Twenty-five Thousand Dollars (\$25,000), the bidder shall not accept any sub-bid or enter into any subcontract without proof of the subcontractor's current registration to perform public work under Labor Code section 1725.5.

### **BIDS:**

Bids to receive consideration shall be made in accordance with the following instructions:

1. Bids shall be made on a "Bid Form" therefor, obtained from the Owner. Bids not made on the proper "Bid Form" shall be disregarded. Numbers must be stated in words and figures, and the signatures of all individuals must be in longhand.
2. No bid will be considered which makes exceptions, changes, or in any manner makes reservations to the terms of the drawings or specifications. If prequalification is required for this Contract, no bid will be accepted from a contractor that has not been prequalified.
3. Questions regarding documents, discrepancies, omissions, or doubt as to meanings shall be referred immediately to the Architect who will send written instructions clarifying such questions to each bidder. Oral responses will not be binding on the Owner or Architect or any Construction Manager.
4. Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant

secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

5. Pursuant to the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, which are hereby incorporated and made a part hereof and these Instructions to Bidders, every bidder shall set forth in its bid (using the Owner's form for Designation of Subcontractors:
  - A. The name and location of the place of business, the California contractor license number, and for all projects over Twenty-Five Thousand Dollars (\$25,000), the public works contractor registration number, of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half ( $\frac{1}{2}$ ) of one percent (1%) of the bidder's total bid. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.
  - B. The portion of the Work which will be done by each such 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 ( $\frac{1}{2}$ ) of one percent (1%) of the bidder's total bid, the bidder agrees to perform that portion itself. The successful bidder shall not, without the consent of the Owner:
    - 1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
    - 2) Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.
    - 3) Sublet or subcontract any portion of the Work in excess of one-half ( $\frac{1}{2}$ ) of one percent (1%) of the total bid as to which the original bid did not designate a subcontractor.
6. The Director of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and the rate for legal holidays and overtime works. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified.

7. All bids must be accompanied by a completed Non-Collusion Declaration and Sufficient Funds Declaration (Labor Code § 2810). All bids must be accompanied by an executed Fingerprinting Notice and Acknowledgment; Iran Contracting Act Certification, if required by law (see form); Workers' Compensation certification; Contractor Questionnaire, if required (see paragraph 13; and DVBE Certification of Participation and Good Faith Worksheet, if DVBE is required (see paragraph 10).
8. Bids must be accompanied by a certified check, cashier's check, or bidder's bond, for an amount not less than ten percent (10%) of the amount of the base bid, made payable to the order of the Owner. If a bidder's bond accompanies the bid, said bond shall be secured by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurer must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurer selected by Contractor and to require Contractor to obtain a bond from a surety insurer satisfactory to the Owner. Said check or bond shall be given as a guarantee that the bidder will enter into the Contract if awarded the Work, and in case of refusal or failure to enter into said Contract, the check or bond, as the case may be, shall be payable to the Owner and retained as liquidated damages.
9. Bids shall be sealed and filed as indicated in the Notice to Bidders. Irrespective of how a bidder chooses to deliver the bid and other documents to the Owner, the bidder is responsible for ensuring that the bid and other documents are actually received at the location designated in the Contract Documents for receipt of the bid and other documents prior to the time for the bid opening. Bids and other documents for any reason not actually received at the designated location prior to the time for the bid opening shall not be opened or considered.
10. **THIS CONTRACT IS NOT SUBJECT TO THE DVBE REQUIREMENTS OF EDUCATION CODE SECTION 17076.11.**
11. Contractor shall maintain its license in good standing through Completion of the Work and all applicable warranty periods. Owner reserves the right to reject any bid as nonresponsive if bidder or any subcontractor is not licensed in good standing from the time the bid is submitted to Owner up to award of the Contract, whether or not the bidder listed the subcontractor inadvertently, or if a listed subcontractor's license is suspended or expires prior to award of the Contract. Owner also reserves the right the reject any bid as nonresponsive if a listed subcontractor's license is not in good standing to perform the work for which it is listed from the time of submission of the bidder's bid to award of the Contract.
12. The Owner reserves the right to waive any irregularity and to reject any or all bids.
13. No Contractor Questionnaire is required to be submitted with a bid on this Contract.

14. To summarize, each bid for the Contract must include the following documents:

- a. Bid form
- b. Bid security
- c. Designation of Subcontractors
- d. Non-Collusion Declaration
- e. Sufficient Funds Declaration
- f. Fingerprinting Notice and Acknowledgement
- g. Workers' Compensation Certification
- h. DIR registration

**WITHDRAWAL OF BIDS:** Bids may be withdrawn by bidders prior to the time fixed for the submittal of bids or any authorized postponement thereof. A successful bidder shall not be relieved of the bid unless by consent of the Owner or bidder's recourse to Public Contract Code §5100 et seq.

Unless otherwise required by law, no bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening thereof or any extension thereof. The owner reserves the right to take more than sixty (60) days to make a decision regarding rejection of the bid or award of the Contract.

**OPENING OF BIDS:** Opening of bids shall be as soon after the hour set as will be possible; opening and declaration to be as set forth in the Notice to Bidders. Any and all bidders will be permitted to attend.

**EXAMINATION OF CONTRACT DOCUMENTS AND SITE:** Before submitting a bid, bidders shall examine the drawings, read the specifications, the form of Agreement between Contractor and Owner, and the other Contract Documents. Bidders shall visit the site of the proposed Work; examine the building, or buildings, if any, and any work that may have been done thereon. Bidders shall fully inform themselves of all conditions, in, at, and about the site, the building or buildings, if any, and any work that may have been done thereon.

Pursuant to Public Contract Code section 1104: 1) bidders shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, except on clearly designated design build projects; 2) however, bidders shall be required to review architectural or engineering plans and specifications prior to submission of their bids and to report any errors and omissions to the Architect or Owner; and 3) the review shall be confined to the bidder's capacity as a bidder and not as a licensed design professional.

**FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:** The form of Agreement between Owner and Contractor which the successful bidder will be required to execute, if awarded the Work, is a part of this Bid Package.

**ADDENDA OR BULLETINS:** Any addenda or bulletins, issued during the time of bidding, shall form a part of the drawings and specifications loaned to the bidder for the preparation of its bid, shall be covered in the bid, and shall be made a part of the Contract Documents. All addenda or bulletins shall be signed by the Architect and approved by the Division of State Architect.

**EVIDENCE OF RESPONSIBILITY:** Upon the request of Owner, a bidder shall submit promptly to the Owner or its designee satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work required by the Owner, the bidder's organization available for the performance of the Contract, and any other required evidence of the bidder's or its subcontractor's qualifications to perform the proposed Contract. The Owner may consider such evidence before making its decision awarding the proposed Contract. Failure to submit evidence of the bidder's or its subcontractors' responsibility to perform the proposed Contract may result in rejection of the bid.

**AWARD OF CONTRACT:** Rejection of any or all bids, to contract work with whomever and in whatever manner, to abandon work entirely, and/or to waive any informality in receiving of bids is reserved as the right of the Owner. Before the Contract is awarded, the Owner may at its sole discretion, require from the proposed Contractor on the Project further evidence of the reasonable qualifications of such contractor to faithfully, capably, and reasonably perform such proposed Contract and may consider such evidence before making its decision on the award of such proposed Contract.

The Contract shall be awarded to the lowest responsible and responsive bidder as interpreted by the Owner under California law and as specified herein and shall be entered into by the successful bidder within ten (10) days after mailing, faxing or delivery of the Notice of Award of Contract. Owner reserves the right, without any liability, to cancel the award of any bid for any reason at any time before the full execution of the Agreement between Owner and Contractor.

**EXECUTION OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:** The Agreement between Owner and Contractor shall be signed by the successful bidder in as many originals as the Owner deems necessary and returned, together with the required Contract bonds, insurance certificates, additional insured endorsement, declarations page, a Public Contract Code section 3006(a) Roof Project Certification, if required, Drug-Free Workplace Certification, and Independent Contractor Student Contact Form, within ten (10) days after receipt of the notice of award of the Contract. If the ten (10) day period would expire after the date for commencement of the Work, Contractor must submit the documents before the date of commencement of the Work. If the successful bidder does not comply with this paragraph, Owner may revoke and/or cancel the award to the successful bidder and award the Contract to the next lowest bidder, or may otherwise proceed as allowed by law. A Roof Project Certification is not required if (1) the Owner has ADA (average daily attendance) of 2,500 or less, or (2) the Work involves repair of 25% or less of the roof, or costs \$21,000 or less.

**CONTRACT BONDS:** As required by the Contract Documents, two bonds, as itemized below and in the forms presented in these Contract Documents, shall be furnished by the successful bidder on the Project at the time of entering into the Contract and filed with the Owner before the successful bidder commences any Work. They shall be in the form of surety bonds issued by Admitted Surety insurers (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

**Performance Bond** in the amount of one hundred percent (100%) of the Contract Sum to insure Owner during construction, and for one year after Completion and during any warranty or guaranty period, against faulty or improper materials or workmanship and to assure Owner of full and prompt performance of the Contract.

**Payment Bond** (Labor and Material) in the amount of one hundred percent (100%) of the Contract Sum in accordance with the laws of the State of California to secure payment of any and all claims for labor and materials used or consumed in performance of this Contract.

**PAYMENTS:** Payments to the Contractor on account of the Contract shall be made in accordance with the terms of the Contract Documents.

**TAXES:** The Owner is generally exempt from payment of Federal Excise Tax on materials. The Owner will furnish exemption certificates to the Contractor to be used to obtain materials ordinarily subject to Federal Excise Tax without payment of the tax. Bidder shall deduct Federal Excise Taxes from their bid prices before submitting bids, so that such taxes will not be included in the Contract Sum.

**EARLY TERMINATION:** Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order Work on the Project to cease. The Owner will remain obligated to pay for the Work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the Work has not been done.



**BID PROPOSAL FORM**

TO: Board of Trustees  
Tulare City School District School District  
600 N Cherry Street  
Tulare, Ca. 93274

The undersigned, doing business under the firm name of \_\_\_\_\_, having carefully examined the Notice to Bidders, the Instructions to Bidders, the Agreement, the Specifications, and the entire contract documents for the proposed **POLISH CONCRETE AT LOS TULES MIDDLE SCHOOL & HERITAGE ELEMENTARY SCHOOL** project, proposes to perform the contract including all of its component parts, and to furnish all materials and labor called for by them for the entire order, including all taxes as follows:

AMOUNT BID: \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

SUBMITTED BY: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CONTRACTOR'S LICENSE NUMBER: \_\_\_\_\_

EXP. DATE: \_\_\_\_\_ CLASS: \_\_\_\_\_

BY: \_\_\_\_\_

(Please Print or Type)

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

PHONE: \_\_\_\_\_

Contractors are required by law to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against contractors. Any questions concerning a contractor may be referred to the Contractors State License Board, 9821 Business Park Drive, Sacramento, California 95827. Their telephone number is: (800) 321-2752.

## **DESIGNATION OF SUBCONTRACTORS**

Each bidder shall set forth below the name and the location of the place of business of each subcontractor and the California contractor license number, and public works contractor registration number (for all projects over Twenty-five Thousand Dollars (\$25,000)), of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor. If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total bid, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

For all projects over Twenty-five Thousand Dollars (\$25,000): for any bid proposal submitted and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable bid.

Portion of Work	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	Public Works Contractor Registration Number (if applicable)

I am the authorized representative of the Bidder submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WORKERS' COMPENSATION CERTIFICATE**

Labor Code Section 3700, in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

(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 the contract.)

**NONCOLLUSION DECLARATION**

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

Owner: Tulare City School District

Contract for: Polish Concrete at Los Tules Middle School & Heritage Elementary School Project

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_, 20\_\_, at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**Sufficient Funds Declaration**

**(Labor Code section 2810)**

**To Be Executed by Bidder and Submitted with Bid**

Owner: **Tulare City School District**

Contract for: **Polish Concrete at Los Tules Middle School & Heritage Elementary School project**

I, \_\_\_\_\_, declare that I am the \_\_\_\_\_ of \_\_\_\_\_, the entity making and submitting the bid for the above Project that accompanies this Declaration, and that such bid includes sufficient funds to permit \_\_\_\_\_ [insert name of entity] to comply with all local, state or federal labor laws or regulations during the performance of the Contract for the Project, including payment of prevailing wage, and that \_\_\_\_\_ [the entity] will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on \_\_\_\_\_ 20\_\_, at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

Date: \_\_\_\_\_

\_\_\_\_\_

Signature

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**CERTIFICATION OF CONTRACTOR AND SUBCONTRACTOR DIVISION OF INDUSTRIAL REALTIONS  
REGISTRATION**

Pursuant to Labor Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial Relations in order to bid on, to be listed in a bid proposal or to engage in the performance of any defined public work contract.

\_\_\_\_\_, \_\_\_\_\_ certify that  
(Name) (Title)

\_\_\_\_\_ is currently registered as a contractor with the Department of In  
(Contractor Name)

Industrial relations (DIR):

Contractor's DIR Registration Number \_\_\_\_\_

Expiration date June 30, 20\_\_

Contract further acknowledges:

1. Contractor shall maintain DIR registration status for the duration of the project without gap in registration.
2. Contractor shall note in its invitation to bid the DIR registration requirement for all subcontractor and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at time of bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project within 24 hours of the bid opening.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above may result in determination of non-responsiveness.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT**  
(Education Code Section 45125.2(a))

**Note:** *This document must be executed and submitted with the bid.*

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law.

1. If the Owner determines your employee(s) or you as a sole proprietorship will have more than limited contact with students, then you must take one or more of the following steps:
  - a. Install a physical barrier at the worksite to limit contact with pupils.
  - b. Have an employee (if not a sole proprietorship), who the Department of Justice has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise employees. The entity shall verify in the Independent Contractor Student Contact Form to the Owner that the employee charged with monitoring and supervising its employees has no such convictions. (See attached.)
  - c. Arrange, with Owner's approval, for surveillance by Owner's personnel.

If one or more of these steps is taken, you are not required to comply with Education Code section 45125.1.

2. If you are providing the services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists.

I have read the foregoing and agree to comply with the requirements of Education Code §§ 45125.1 and 45125.2 as applicable.

Dated: \_\_\_\_\_

\_\_\_\_\_

Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## ATTACHMENT

Under Education Code section 45125.1, no employee of a contractor or subcontractor, and no sole proprietor, who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220;

(30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

## BID BOND

KNOW ALL MEN BY THESE PRESENTS that we the undersigned \_\_\_\_\_ as Principal and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the \_\_\_\_\_ "Owner" in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of \_\_\_\_\_ in strict accordance with Contract Documents.

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of agreement attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all properly completed in accordance with said bid), and shall in all other respects perform the agreement created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

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 hereunder, 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 said Contract or the call for bids, or to the Work, or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
Business Address)

By: \_\_\_\_\_  
\_\_\_\_\_

The rate or premium of this bond is \_\_\_\_\_ per thousand, the total amount of premium charged, \$\_\_\_\_\_.

(The above must be filled in by Corporate Surety).

## PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS: Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 3 Specification Section 03300, apply to this Section.
- 1.2 SUMMARY: This Section includes polished concrete finish for interior concrete flatwork.
- A. Furnish all labor, material, equipment and services necessary for:
    - 1) dry diamond grinding and polishing of concrete floors,
    - 2) applying densifying impregnator, sealer and dust-proofing chemicals,
    - 3) exposing aggregate to determined level, and
    - 4) polishing to specified sheen level.
  - B. Concrete curing [refer to project specific tech data sheet for requirements]
- 1.3 REFERENCES:
- A. American Concrete Institute (ACI):
    - 1. ACI302.1R-89, Guide for Concrete Floor and Slab Construction.
  - B. American Society for Testing and Materials:
    - ASTM C779, Standard Test Method for Abrasion of Horizontal Concrete Surfaces.
    - ASTM C805, Impact Strength. ASTM G23-81, Ultraviolet Light & Water Spray.
    - ASTM 1028, Co-efficient of Friction.
    - ASTM C 150, Type I, II Portland cement conformity, depending on soil conditions.
    - ASTM C 33, Aggregate conformity.
  - C. Other Tests:
    - Reflectivity.
- 1.4 SUBMITTALS:
- A. Submit the following in accordance with Division 1 Section "Submittal Procedures".
  - B. Product data for each grinding machine, including all types of grinding heads, dust extraction system, joint filler, concrete densifying impregnator, penetrating sealer, and any other chemicals used in the process.
  - C. Applicators qualification data
- 1.5 QUALITY ASSURANCE:
- A. Basis of design: Lumistone™, manufactured by Total Polish Solutions, Inc.
  - B. Approved Applicators:
    - 1. Total Polish Solutions, Inc.
      - 4636 Fennel Road Knoxville, TN 37912
      - Tel 865-633-5051 Fax 865-633.5152
    - 2. Other as approved prior to award of contract.
  - C. Pre Installation Conference: Conduct conference at project site to comply with requirements in Division 1, Section "Project Coordination".

Polished Concrete

- D. Provide project names, addresses, contact names, phone numbers of at least (5) five projects of similar scope completed by the installer.
- E. Installer/applicator shall be certified by concrete finish equipment and chemical manufacturer and shall provide adequate number of skilled workmen who are thoroughly trained and experienced in the necessary craft.
- F. Manufacture's Certification: Provide a letter of certification from both the equipment and chemical manufacturer stating that the installer is a certified applicator and is familiar with proper procedures and installation requirements recommended by the manufacturer.
- G. Mock-ups:
1. General Contractor to notify applicator 7 days prior to pour to schedule finish.
  2. Reserve 100 square feet for each color and finish at location adjacent to floor that will receive polish, but will be covered with another flooring material. Mock-up floor shall be placed on the same day, preferably the same pour as the floors to receive polish.
  3. Install mock-ups to verify selections made under sample submittal and to demonstrate methods and workmanship proposed for the project. If mock-up not possible, submitted samples will be accepted as demonstrated methods & workmanship.
  4. Aggregate selected must be tested to ensure it will accept polish.
  5. Control joints should be included in mock-up. Sawing performed by General Contractor can begin as soon as the surface is firm enough not to displace any of the aggregate.
  6. Edges should be included in mock-up.
- H. Protection: General Contractor shall protect areas to receive polished concrete finish at all times during construction to prevent oils, dirt, metal, excessive water and other potentially damaging materials from affecting the finished concrete surface. Protection measures listed below shall begin immediately after the concrete slab is poured:
1. All hydraulic powered equipment shall be diapered to avoid staining of the concrete.
  2. All vehicle parking shall be prohibited on the finish slab area. If necessary to complete their scope of work, drop cloths shall be placed under vehicles at all times.
  3. No pipe cutting machine shall be used on the finish floor slab.
  4. Steel shall not be placed on the finish slab to avoid rusting.
  5. Acids and acidic detergents will not come in contact with slab.
  6. All painters will use drop cloths on the concrete. If paint gets on the concrete, it must be immediately removed.
  7. All trades will be informed that the slab must be protected at all times.
- I. Environmental Limitations
1. Comply with manufacturers written instructions for substrate temperature and moisture content, ambient temperature and humidity, ventilation and other conditions affecting chemical performance.
  2. Flatness and levelness

Polished Concrete

- a.. Finish Concrete shall have a minimum Floor Flatness rating of at least 40.
  - b. Finish Concrete shall have a minimum Floor Levelness rating of at least 30.
  - c.
3. Finish Concrete area shall be closed to traffic during finish floor application and after application, for the time as recommended by manufacturer.

J. Concrete Mix Design:

1. Concrete Mixture shall be 4000 PSI or higher, non air entrained.
  - a. Any admixtures, plasticizers, slag, fly ash or anything taking the place of Portland-based cement shall be kept to a minimum.
  - b. The cement shall be Portland Cement Type I, conforming to ASTM C 150.
  - c. Maintain concrete temperature below 85 degrees. Keep concrete as cool and moist for as long as possible. In essence, decrease rate of hydration and drying to minimize cracking.
  - d. Wet cures are most suitable, but if this cannot be achieved, use a penetrating, dissipating or wax based cure and seal. Do not use a densifier/hardener material at time of placement.
  - e. All mix designs must be approved by Architect. Send all approved mix designs to Applicator.
  - f.. The Engineer/Architect shall determine the saw cut patterns, color and layout.
  - g. Color loads for integral color should never be smaller than 3 cubic yards.
  - h. Use one source for cement, aggregates and pozzolans throughout the job. Monitor and control incoming material consistency. Do not use calcium chloride-based admixtures. Non-chloride admixtures may be used.
  - i. Wash out all drums before loading. Keep slumps consistent with a maximum of 4. Minimize driver added water maintaining a .45 water content ratio.
  - j. Before any high range water reducing admixture is added slump must be at no more than 4.
  - k. Place concrete to achieve as true and smooth a top surface as possible. Mounds, or dips are not acceptable. GC shall control overall flatness and levelness, including on sloping areas to within tolerances permitted by specification – ASTM E1155.
  - l. Slab shall be protected from indentation and footprints during pour and curing.

PART 2 - PRODUCTS:

2.1 POLISHING MATERIALS:

- A. Three-phase 480 Volt, 3 phase generator and step down transformer.
- B. 3 head, counter rotating variable speed floor grinding machine with at least 800 pounds down pressure.
- C. Dust extraction system, pre-separator, and squeegee attachments with minimum flow rating of 322 cubic feet per minute.
- D. Grinding Heads:
  1. Metal bonded diamonds, depending on application.
  2. Resin bonded, phenolic diamonds, depending on application.

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- E. Grinding Pads for Edges
  - 1. Depending on application.
- F. Hand Grinder with dust extraction attachment and pads.
- G. Penetrating Liquid Sealer Hardener Densifying Impregnator with the following performance criteria: chemically reactive, waterborne solution of inorganic silicate or silicate materials and proprietary components; odorless; colorless which hardens and densifies concrete surfaces to protect against abrasion, dusting, and absorption of liquids.
- H. Control Joint and Saw Cut Filler, two part filler or polyurea as specified by construction manager.
- I. A ready to use, penetrating, reactive stain that chemically combines with cured concrete to produce permanent, variegated or translucent color effects or a hydrolyzed, lithium quartz or silicate compound, that works by penetrating and reacting with mineral compounds and / or siliceous materials to create a translucent or marbled color effects.

PART 3 - EXECUTION:

3.1 PREPARATION:

- A. Installer shall examine and approve concrete substrate for conditions affecting performance of finish. General Contractor shall correct conditions that are found to be out of compliance with the requirements of this section. Repairs are not acceptable unless specifically approved on a casebycase basis by the Architect.
- B. Verify that base slab meet finish and surface profile requirements listed in Division 3, Section "Cast in Place Concrete".
- C. Provide floor clean of materials and debris.
- D. Protect adjacent surfaces as required to prevent damage by the concrete polishing procedure.
- E. Setup grinding machine, dust extraction system, tooling, and generator.
- F. Ensure floor cured to accept polishing application.

3.2 POLISHED CONCRETE APPLICATION:

- A. Provide polished concrete floor with colors as selected

3.3 PROTECTION:

- A. Protect the floors from damage until substantial completion.

PART 4 - SCHEDULES:

4.1 SHEEN:

- A. Polished Concrete Level 1:
  - 1. At a distance of 100 feet, the floor will reflect images from side lighting.

4.2 EXPOSED AGGREGATE:

- A. No exposed aggregate.

4.3 EDGES:

- A. Provide clean cut edges with 45 degree bevel.

4.4 CLEANING AND PROTECTION:

- A. Perform following operations immediately upon completion of polished concrete flooring work:

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- B. Protect flooring from cracking by following manufacturer's recommended curing procedures.
- C. Clean floor once cured and protect with taped 6 mil. poly against construction dirt and damage. Cover poly with cardboard to create a non-slip construction walking surface.

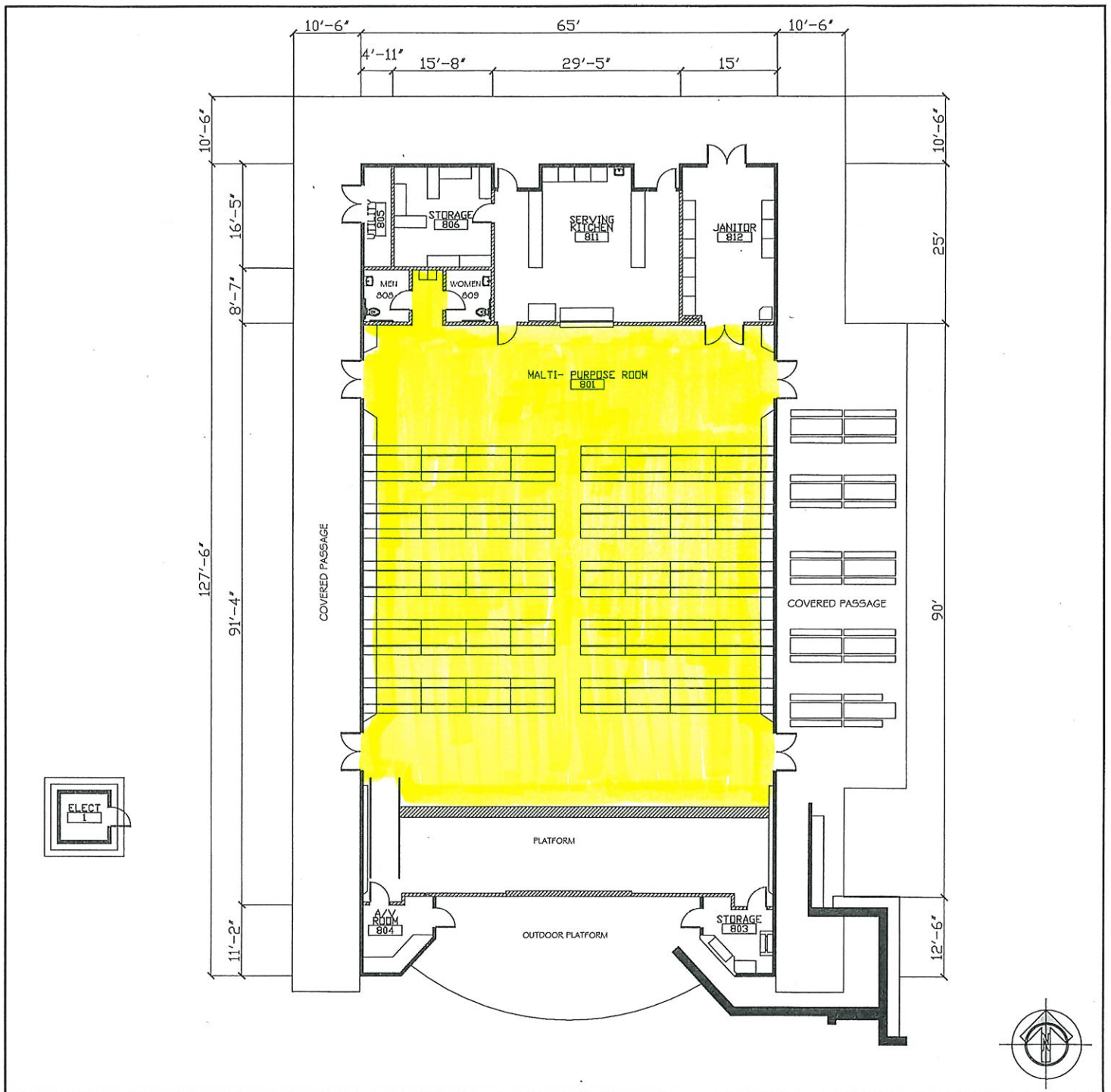
END OF SECTION 03350

Polished Concrete

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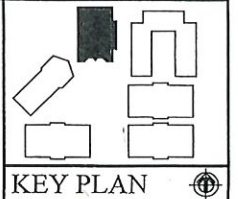
- New Construction
- Modernization/Reconstruction

- Existing 1-A
- Proposed 2-A
- Final 3-A



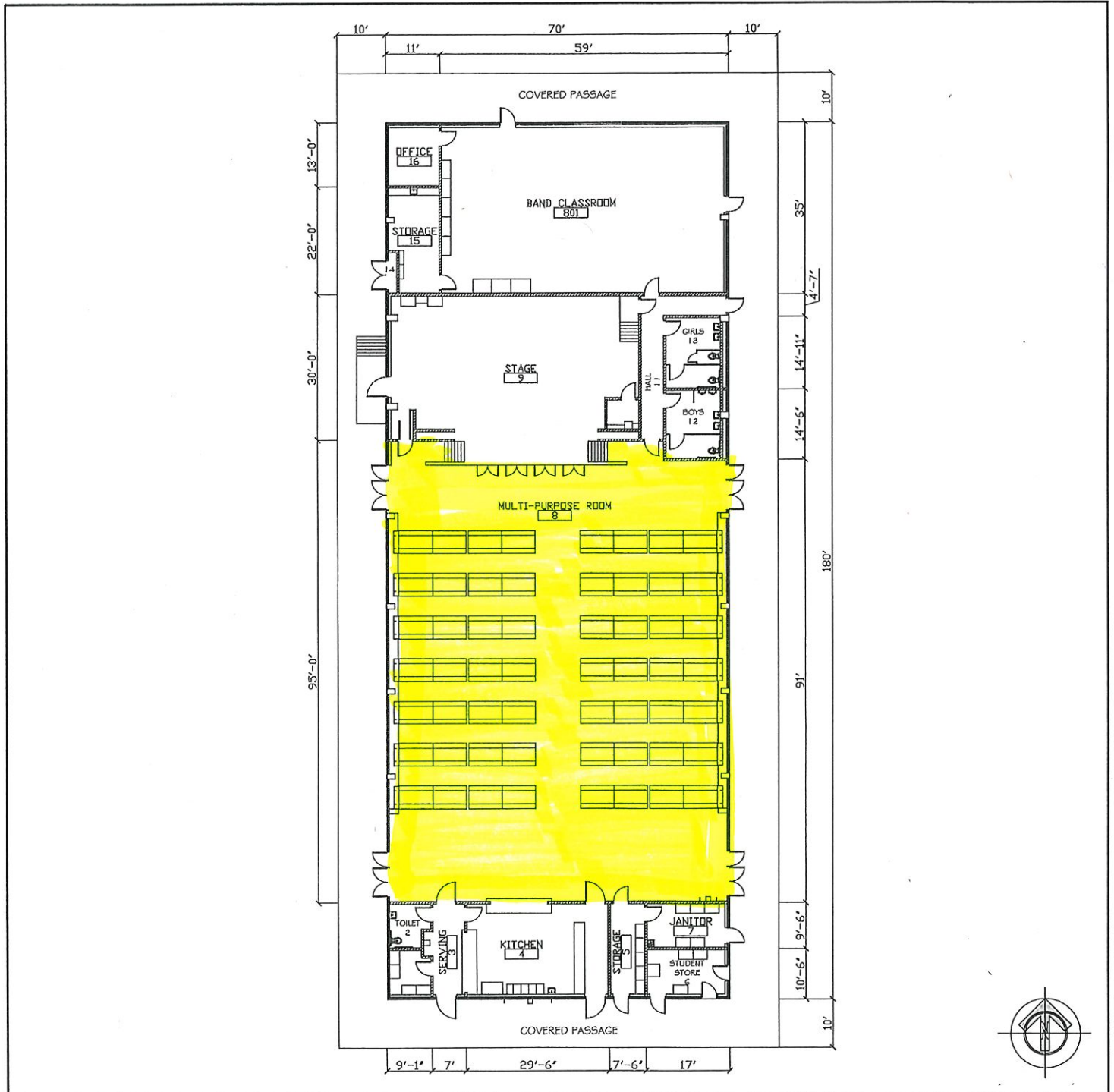
**BUILDING "B": FLOOR PLAN**  
**HERITAGE ELEMENTARY SCHOOL**  
 895 West Gail Avenue - Tulare, CA 93274  
 Web Site - [www.tcsdk8.org](http://www.tcsdk8.org)  
 Phone (559) 685-7360, FAX (559) 685-7369

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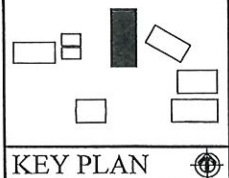
- New Construction
- Modernization/Reconstruction

- Existing 1-A
- Proposed 2-A
- Final 3-A



**BUILDING "E": FLOOR PLAN**  
**LOS TULES MIDDLE SCHOOL SCHOOL**  
 801 West Gail Avenue - Tulare, CA 93274  
 Web Site - [www.tcsdk8.org](http://www.tcsdk8.org)  
 Phone (559) 687-3156, FAX (559) 685-7374

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LOS TULES



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