

**NOTICE TO BIDDERS**

Notice is hereby given that the Sutter County Superintendent of Schools, hereinafter referred to as "SCSOS," will receive sealed Bid Proposals for Construction of a new walk-in refrigerator and emergency backup generator at Shady Creek Outdoor School in Nevada County. Proposals are due: April 7, 2017, 9:30 a.m.

**BID INFORMATION**

Bid No. SC5266.16-17  
Location: 970 Klamath Lane, Yuba City, Calif. 95993  
Contact: James Peters  
Date: April 7, 2017  
Time: 9:30 am  
License: California Contractor's License A or B.

At this time such bid proposals will be opened and publicly read.

Pre-bid conference will be held at:

**PRE-BID INFORMATION**

Location: Shady Creek Outdoor School, 18601 Pathfinder Way, Nevada City, Calif. 95959  
Date: March 24, 2017  
Time: 9:30 a.m.

**Attendance for the duration of the meeting is mandatory and bidders shall be required to certify, as part of their Proposal Form, that they attended the entirety of the Pre-Bid Conference. Failure to include the certification will render the Contractor's bid non-responsive.** For all Pre-Bid visits (other than the Pre-bid conference), the Contractor must make an appointment with the Owners Representative prior to visiting the site.

Overall coordination of the Project will be the responsibility of the Owners Representative. All inquiries regarding the Project are to be directed to **James Peters, 970 Klamath Lane, Yuba City, Calif. 95993, 530-682-8204, jamesp@sutter.k12.ca.us**

Each bid proposal shall conform to the requirements of the Contract Documents, all of which may be obtained through **Grace Morey. 530-822-2921, gracem@sutter.k12.ca.us.** A complete set of digital bidding documents will be made available for Prime Bidders. Any additional sets will be at the Contractor's expense.

**This project is a "Public Works" project as defined by current regulation.** The successful Bidder shall be required to pay its Workers on this Project a sum not less than the general prevailing rate (applicable at time of bid) of per diem wages and not less than the general prevailing rate for holiday and overtime Work for Work of a similar character in the locality in which the Project is performed, as provided under California Labor Code Section 1770 et seq. The SCSOS has determined the prevailing rate of per diem wages and the general prevailing rate for holiday and overtime Work in the locality in which this Project is to be performed for each craft, classification or type of Work needed to execute the contract to be awarded. Copies of the prevailing rate of per diem wages are on file at the County Office of Education and shall be made available to any interested party upon request.

**All prospective bidders must be registered with the Department of Industrial Relations to bid and perform public works contracts.** Responses received from unregistered bidders will be considered non-responsive and will not be publicly opened.

The Sutter County Superintendent of Schools is an equal opportunity employer.

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**Submit written advertisement to the following publications (check all that apply):**

Appeal-Democrat Ad publish date(s): 3/16/17 & 3/19/17  
Classified Advertising (note: public works requires advertisement once a week  
1530 Ellis Lake Drive for TWO consecutive weeks)  
Marysville CA  
Ph. (530)742-7355 (Public Notices Contact: Kelly) Fax (530)741-1195

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**Submit one (1) copy of announcement to the following Plan Rooms (9 total):**

- Valley Contractors Exchange  
832 Richland Road, Suite B  
Yuba City CA 95991  
Ph. (530)674-2030  
Fax (530)671-4432
- Valley Contractors Exchange, Inc.  
951 East Eighth Street  
Chico, CA 95928  
Phone:530-343-1981  
Fax:530-343-3503  
e-mail: [kate@vceonline.com](mailto:kate@vceonline.com)  
[www.vceonline.com](http://www.vceonline.com)
- Sacramento Builders' Exchange  
1331 T Street  
P.O. Box 1462  
Sacramento, CA 95812-1462  
Phone: 916-442-8991  
Fax:916-446-3117  
e-mail:yelenam@sacregionbx.com  
[www.sacregionbx.com](http://www.sacregionbx.com)
- Sacramento Builder's Exchange  
1 Sierragate, Suite 120-A  
Roseville CA 95678  
Ph. (916)782-4762  
Fax (916)782-4792
- Placer County Contractors Association,  
Inc.  
10656 Industrial Avenue, Suite 160  
Roseville, CA 95678  
Phone: 916-771-7229  
Fax:916-771-0556  
e-mail:planroom@placerbx.com  
[www.pccamembers.com](http://www.pccamembers.com)
- Nevada County Contractors'  
Association  
149n Crown point Court  
Grass Valley, CA 95945  
Phone: 530-274-1919  
Fax:530-274-3373  
e-mail: [nccaexec@pacbell.net](mailto:nccaexec@pacbell.net)  
[www.nccabuildingpros.com](http://www.nccabuildingpros.com)
- Construction Bid Board (eBidboard)  
4420 Hotel Circle Court.  
San Diego, CA 92108  
Phone: 800-479-5314 x6591  
Fax: 619-688-0585
- F. W. Dodge  
1333 S. Mayflower Avenue, Suite 300  
Monrovia, CA 91016-4066  
Phone: 626-932-6181  
Fax: 626-932-6153 or 800-360-6397
- Reed Construction Data  
30 Technology Parkway South, Ste: 500  
Norcross, GA 30092-2912  
Phone: 800-424-3996  
Fax: 800-303-8629
- California Bid Network  
North American Procurement Council  
Phone: 302-450-1917  
Fax: 302-450-1925  
Email: [Paul.manuel@napc.me](mailto:Paul.manuel@napc.me)



## **INVITATION FOR BID**

### **NEW WALK-IN COOLER & GENERATOR**

**IFB No. SC5266.16-17**

**DATED: March 15, 2017**

**PRE-BID MEETING: March 24, 2017 9:30 a.m.**

**BIDS OPEN: April 7, 2017 9:30 a.m.**

# INVITATION FOR BID NEW WALK-IN COOLER & GENERATOR

March 15, 2017  
IFB No. SC5266.16-17

The Sutter County Superintendent of Schools (referred to as SCSOS) will receive sealed bids for **Construction of a new walk-in refrigerator and back-up generator**, located at **18601 Pathfinder Way, Nevada City, Calif. 95959**, in accordance with the attached Scope of Work.

For any technical questions regarding the General Specifications or Scope of Work, please contact James Peters, Facilities, Maintenance, Operations & Fleet Director at [jamesp@sutter.k12.ca.us](mailto:jamesp@sutter.k12.ca.us).

**All prospective bidders must be registered with the Department of Industrial Relations to bid and perform public works contracts.** Responses received from unregistered bidders will be considered non-responsive and will not be publicly opened.

**All prospective bidders are required to attend a mandatory pre-bid meeting/site visit scheduled on March 24, 2017, 9:30 a.m.**, for the purpose of discussing prevailing wage requirements, any bid changes, and to verify existing surface conditions. **The meeting will be conducted at Holland Hall, Shady Creek Outdoor School, 18601 Pathfinder Way, Nevada City, Calif. 95959.**

**All prospective bidders need to be aware that timelines for this project are critical to the operation of the school. Prospective bidders must be prepared for immediate mobilization on this project in full force to meet the schedule requirements and ONLY bid if prepared to meet these conditions.**

**Bids are due prior to April 7, 2017 at 9:30 a.m. (clock at Lobby reception desk shall be the official time, no exceptions).** **Bids shall be sealed, marked with bid number, and bid opening date.** No bids will be accepted after this time. Bids must be submitted to and will be publicly opened at:

Sutter County Superintendent of Schools  
Attn: James Peters  
970 Klamath Lane,  
Yuba City, Calif. 95993

Responses to this IFB must remain valid for a minimum of sixty (60) days from the opening date.

The following are attached for review:

1. A Sample Contract (Attachment 1).
2. Scope of Work (Attachment 2).
3. Compensation Rates (Attachment 3).
4. Bid Form (Attachment 4).
5. List of Subcontractors (Attachment 5)
6. Contractor Information for Bid Price Schedule (Attachment 6).
7. References (Attachment 7).
8. 10% Bid Bond (Attachment 8) note: not required for bids less than \$15,000.00
9. Payment and Performance Bond (Attachment 9) note: not required for bids less than \$25,000.00
10. Liquidated Damages (Attachment 10)
11. Department of Justice Certification Forms (Attachment 11).

The awarded contractor shall comply with all contractual provisions and conditions upon contract execution.

The following items **must be submitted at the time of bid opening**:

1. Completed Bid Form (Attachment 4).
2. Completed List of Subcontractors (Attachment 5)
3. Completed Contractor Information for Bid Price Schedule (Attachment 6).
4. ~~Completed References (Attachment 7).~~ Not required for this bid
5. Bid Bond in an amount equal to 10% of the Bid Amount (Attachment 8) note: not required for bids less than \$15,000.00
6. Signed addendum or addenda, if any.
7. Bid Materials Specifications, including manufacturer's catalog cut sheets and photographs, if different than specified materials as detailed in Scope of Work (Attachment 2)

**To insure a level of consistency in the evaluation process, it is necessary that all requested documents be fully submitted. Failure to submit these documents will be considered as a non-responsive bid for a contract award. All bids must be submitted on the forms furnished by the SCSOS and shall be subject to all contractual provisions attached or referenced.**

Bids may be withdrawn by means of telegraphic or written request, dispatched by the bidder in time for delivery during the normal course of business prior to the time fixed for the bid opening, provided that written confirmation of any telegraphic withdrawal with the signature of the bidder is placed in the mail and postmarked prior to the time set for the bid opening. Negligence on the part of the bidder in preparing its bid confers no right of withdrawal or modification of its bid after such bid has been opened.

Bids received after the time established for receiving the bids will not be considered. No bidder may withdraw its bid after the time established for receiving bids or before the award of contract unless the award is delayed for a period exceeding sixty (60) days.

**Within ten (10) calendar days after request**, the apparent low bidder will be requested to provide proof of the following items, unless current copies are already on file with the SCSOS:

1. Proof of State Contractor's License (provide license number and expiration date). At the time of bid opening, Contractors shall possess a valid State Contractor's License A-General Engineering Contractor or B- General Contractor.
2. Certificates of Insurance, naming the SCSOS as "Additional Insured", in the amounts noted below:
  - a) General Liability - \$1,000,000.00 (one million dollars)
3. Proof of Worker's Compensation Insurance.
4. Payment and Performance Bonds (Attachment 9).
5. Roster of all personnel to be used at the SCSOS sites.
6. Completed authorization forms for Department of Justice background clearance for personnel performing work on public school sites.
7. List of materials/chemicals to be used, if applicable (if awarded a contract, you will be required to submit Material Safety Data Sheets (MSDS) prior to performing any work).
8. Schedule of work.
9. Schedule of values.

**A "Contract" must be fully executed prior to installation (Attachment 1).** All Contractors must comply with the SCSOS's Contract Provisions. **This project is a "Public Works" project as defined by current regulation and prevailing wage requirements are applicable per the California Department of Labor.** A copy of the Liquidated Damages Statement (Attachment 10) must be signed by the Contractor, and will be incorporated into the contract.

**Within twenty (20) working days after signing the Contract**, the low bidder will be requested to provide the following items:

1. Certification of Department of Justice Clearance (Attachment 11)

No oral interpretation will be made to any bidder as to the meaning of the specifications and provisions of these documents. Every request for an interpretation shall be made in writing and any inquiry received five (5) days or more prior to the date fixed for bid opening will be given consideration.

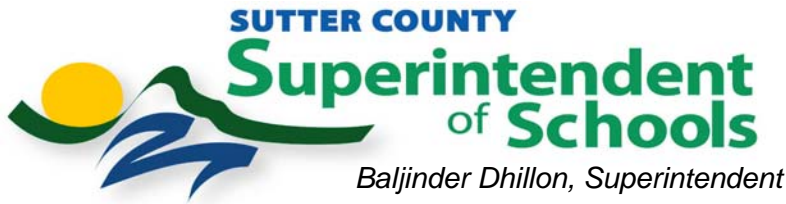
If required, interpretations will be in the form of an addendum, which will be on file at the SCSOS's Facilities Department at least five (5) days prior to the bid opening date. In addition, any required addenda will be mailed to each bidder but it shall be the bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the contract and all bidders shall be bound by such addenda whether or not received by the bidders.

The SCSOS reserves the right to: 1) reject any or all bids; 2) determine which bid proposals should be accepted in the best interest of the SCSOS; 3) waive any informalities in any proposal or bid; 4) delete certain items listed in the proposal; 5) award this contract to the lowest qualified bidder whose bid is most responsive and responsible to the needs of the SCSOS. An evaluation of the bidder's ability, quality, and performance on previous or current contracts will be used in addition to cost as a basis of award for any resultant contract.

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970 Klamath Lane  
 Yuba City, CA 95993  
 Phone (530) 822-2900  
 Fax (530) 671-3422

**INDEPENDENT CONTRACTOR CONTRACT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, by and between \_\_\_\_\_, having a principal place of business at \_\_\_\_\_ and the SUTTER COUNTY SUPERINTENDENT OF SCHOOLS ("SCSOS"), mutually agree as follows:

**I. TERM OF CONTRACT**

(1) The term of this contract shall begin \_\_\_\_\_ and will continue in effect through \_\_, unless sooner terminated.

**II. SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR**

- (1) Contractor agrees to perform the services specified in the "Description of Services" attached to this Contract and incorporated by reference herein as Exhibit "A."
- (2) Contractor shall perform within the time set forth in Exhibit "A" everything required to be performed.

**III. COMPENSATION**

- (1) In consideration for the services and/or material referenced in Article II, scope of work by contractor, SCSOS agrees to pay \$\_\_\_\_\_ Unless provided for in Article II, payment of expenses shall be made within thirty (30) days upon completion/delivery of goods and/or services accompanied by invoices and appropriate supporting documentation. Invoices shall be submitted to the attention of Sutter County Superintendent of Schools, Accounts Payable along with completed W-9 Form (copy attached).
- (2) Payment for the work shall be made upon submission of invoices at least monthly and SCSOS written approval by the authorized administrator, who shall authorize approvals for payment (by signature) of the work (which approval shall not be unreasonably held).

## IV. OBLIGATIONS OF CONTRACTOR

- (1) While performing services thereunder, Contractor is an independent contractor and not an officer, agent or employee of the SCSOS.
- (2) The Contractor shall provide and furnish all necessary tools, labor, materials, equipment and all transportation services as described and required to perform the services under this Contract. The Contractor shall assume all other expenses incurred in connection with the performance of this contract and the SCSOS shall not be responsible for payment of any other expenses. The Contractor is personally liable for, among other things, taxes, personal health and car insurance. Worker's Compensation for his/her own employees and business expenses for maintaining his/her office.
- (3) The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or its right, title or interest therein, or any part thereof, such attached or purported assignments, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever, and the contract may, at the option of the SCSOS be terminated, revoked and annulled, and the SCSOS shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the contractor, and to its purported assignee or transferee.

Item 4  is [ ] is not applicable to this Contract.

- (4) Sections 1771 through 1775 of the Labor Code are hereby made part of this Contract as if written in its entirety herein.
- (5) All equipment, supplies and services sold to the SCSOS shall conform to the general safety orders of the State of California.
- (6) It is policy of the SCSOS that in connection with all work performed under any and all contracts, including independent contractor Contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical handicap, medical condition or marital status. In the performance of the terms of this contract, Contractor agrees to comply with applicable Federal and California laws including, but not limited, to the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735, and agrees that it will not engage in nor permit any subcontractor as it may employ to engage in unlawful discrimination in the employment of persons because of race, color, ancestry, religious creed, national origin, age, physical handicap, medical condition, marital status, or sex of such person.

## V. LIABILITY

The Contractor agrees to indemnify, defend and hold harmless the SCSOS, and their officers, agents, and employees against all liabilities, claims, demands, damages and costs that arise for any injury to person or property sustained by the Contractor, by any person, firm or corporation, employed directly or indirectly by the Contractor, or by any of the individuals participating in, or associated with, the Contractor, however, caused. The Contractor further agrees to indemnify, defend and hold harmless the SCSOS for any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission of the Contractor, or of any person, firm or Corporation directly or indirectly employed by the Contractor upon or in connection with this Contract, or any of the participants arising out of or in the course of the term of this Contract, and the Contractor, at his/her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against the SCSOS for any such claim or demand and pay or satisfy and judgment, including attorney fees and costs, that may be rendered against the SCSOS in any such action, suit or legal proceeding.

The Contractor will assume all liability for equipment and personnel used within the scope of this contract and the SCSOS will assume all liability for the SCSOS's equipment and personnel used within the scope of this contract.

## VI. FINGERPRINTING

The Contractor shall comply with the requirements of Education Code Section 45125.1 prior to the commencement of work. Contractor shall certify in writing (see Certification Form and related documents, attached to this Contract as Exhibit "B" and incorporated by reference) to the Governing Board of the SCSOS that none of Contractor's employees who may come into contact with pupils have been convicted of a felony as defined in Education Code Section 45122.2

The Contractor shall provide a list of names of its employees who may come into contact with pupils to the Governing Board of the SCSOS. Each subcontractor shall include a provision that requires each subcontractor to comply without the provisions of Education Code Section 45125.1 and this Contract.

## VII. ENTIRETY OF CONTRACT

This Contract supersedes any and all Contracts, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for the SCSOS and contains all the covenants and Contracts between the parties. Each party to this Contract acknowledges that no representations, inducements, promises, or Contracts, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other Contract, statement or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing, signed and dated by both the Contractor and the SCSOS.

If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in a way.

## VIII. CHOICE OF LAW AND FORUM

This Contract, its interpretation, performance or any breach thereof, will be construed in accordance with, and all questions with respect thereto will be determined by, the laws of the State of California applicable to contracts entered into and wholly to be performed within said state. Both parties hereby consent to the personal jurisdiction of the State of California, acknowledge that exclusive venue is proper in any state or Federal court in Sutter County, agree that any action related to this Contract must be brought in a state or Federal court in Sutter County, and waive any objection it has or may have in the future with respect to any of the foregoing.

## IX. ATTORNEY FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing party will be entitled to reasonable attorney fees, which may be set by the court in the same action or in a separate action brought for the purpose, in addition to any other relief to which the party may be entitled.

This Contract will be governed by and construed in accordance with the laws of the State of California

EXECUTED AT Yuba City, California, this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

SUTTER COUNTY SUPERINTENDENT OF SCHOOLS

By: \_\_\_\_\_  
Superintendent of Schools

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

\_\_\_\_\_  
Independent Contractor

\_\_\_\_\_  
Street Address (*NOT P.O. Box*)

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Federal Tax ID Number

\_\_\_\_\_  
Social Security Number (*REQUIRED unless  
entity is incorporated*)  
**Unemployment Insurance Code 1088.8, AB 1385  
Effective January 1, 2001**

Type of Business Entity: \_\_\_\_\_ Individual  
\_\_\_\_\_ Sole Proprietorship  
\_\_\_\_\_ Partnership  
\_\_\_\_\_ Corporation  
\_\_\_\_\_ Other

Under penalty of perjury, I certify that the number shown on this form is my correct taxpayer identification number.

Attachments

## **ATTACHMENT 2 - SCOPE OF WORK**

### **SAFETY**

The Contractor shall provide all barricades, security, and signage, etc., necessary to control vehicle and pedestrian traffic and to protect the areas while work is in progress.

### **WARRANTY**

Provide a full 2-year warranty on all work and products.

### **GENERAL CONDITIONS**

The Contractor performing contract services at SCSOS-owned buildings is subject to the following conditions, which will become part of the awarded contract provisions.

1. **REGULATIONS AND CODES**: The Contractor shall give all notices required by, and comply with, all applicable laws, ordinance and codes of the local government and shall, at Contractor's own expense, secure and pay the fees or charges for all permits required for the performance of the contracted work.
2. **WARRANTY OF TITLE**: The Contractor warrants good title to all materials, supplies and equipment incorporated in the work and agrees to deliver to the premises, together with all improvements, free from any claims, liens or charges and agrees further that neither the Contractor nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.
3. **RIGHT TO MODIFICATION**: A change after award of a contract in any of the contract terms, including price, quantity, time and place of delivery, etc., shall be in the form of a written change order. Such changes shall be negotiated between the SCSOS's representative and the Contractor.

**Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the contractor shall make no change in the material used or in the specified manner of construction and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Director of Maintenance authorizing the contractor to proceed with the change. No claim for an adjustment of the Contract amount will be valid unless so ordered.**

**ADDITIONAL INFORMATION/REQUIREMENTS:**

4. Responses to this IFB must remain valid for a minimum of 60 days from the opening date.
5. All work shall be performed in compliance with good workmanship and standards adhering to manufacturer specifications and applicable codes.
6. The Contractor will be responsible for removing all debris resulting from the performance of this contract.
7. Safe vehicular and pedestrian access shall be provided at all times during completion of the job.
8. The Contractor shall take every precaution necessary to assure the protection of both persons and property while performing work under this contract.
9. The Contractor must obey all local, state, and federal laws concerning health and safety at all times during the performance of this job.
10. The Contractor will be responsible for the repair of any damage caused to SCSOS or private property, utilities, etc. as a result of work being performed on this job, at no cost to the SCSOS or owner.
11. The Contractor shall not execute a Contract with any subcontractor to perform any work included in this Contract unless Contractor has received prior written approval of such Contract from the SCSOS.
12. Photos if shown in the drawings do not preclude the pre-bid site visit requirements of the bidder. The contractor shall be responsible for the appropriate site visits to confirm existing field conditions prior to bidding.
13. Contractor shall field verify all dimensions and existing conditions at the site and report any discrepancies in writing to the owner's representative by the means of an Request for Information (RFI) or as party of the applicable shop drawings/submittal.
14. Specific items noted to be verified or filed verified are required to be verified prior to ordering materials or proceeding with the work.
15. Contractor is responsible for all incidental work necessary to complete the installation of new work. This includes, but is not limited to, the removal and/or reinstallation of all existing items, or portions of the existing construction, whether shown or not.
16. Prior to site mobilization, the Contractor and Project Inspector are to meet on site and photo document the existing conditions of the Contractor's staging area and landscaped areas where trenching will be occurring or where vehicle traffic is anticipated, also test irrigation system for proper operation. At project completion all areas must be restored to original condition including but not limited to installing sod at damaged turf areas, replacing damaged plantings, repairing damaged underground utilities, patching damaged asphalt paving, restriping paving or replacement of damaged concrete. The Contractor and Project Inspector shall meet on site at project completion and review all site conditions and operation of irrigation system.
17. The Contractor is responsible to have emergency shut-off procedures in place prior to start of construction. Each Prime shall familiarize themselves with all shut-off valve locations on site and have proper tools readily available to operate valves.

18. All work, material, methods, etc. shall conform to all governing building codes, regulations and agencies.
19. Contractor shall be responsible for assuring that all necessary permits and approvals are obtained prior to beginning work or ordering materials.
20. Any conflict with these plans and existing conditions shall be brought to the immediate attention of the owner's representative.
21. All work shall be in complete conformance with manufacturer's specifications and recommendations or as otherwise outlined in the specifications.
22. Contractor to coordinate with equipment suppliers for power requirements, blocking locations, support for equipment, plumbing requirements and rough-in locations.
23. Use of any (N) material containing asbestos is prohibited.
24. Details, materials, and finishes are typical for all similar conditions unless noted otherwise.
25. The term "Typical" (TYP) shall be construed to mean applying to all like or similar conditions in the areas designated for work scope (i.e. within the boundaries of this project).
26. Not all ceiling appurtenances (smoke detectors, exhaust fans, access doors, etc.) are shown. Contractor to field verify and take appropriate action to accommodate these items.
27. All demolished items shall be removed from the site and disposed of properly unless noted to be salvaged back to owner.
28. Prior to starting any work, the Contractor shall conduct a survey, with a designated Owner's Representative, to determine the operability of all existing mechanical units, fire alarm, telephone and intrusion alarm systems. The owner's Representative will provide a written report to the construction manager and to the Contractor to insure the same operability of these components at the completion of the project.
29. All addenda and CCD's shall be stamped by Engineer/Architect and approved by jurisdictional authority.



## EXHIBIT A

WITNESSTH: That Contractor for and in consideration of the covenants, conditions, Contracts and stipulations of SCSOS heretofore expressed, does hereby agree to furnish to SCSOS services and/or materials, as follows:

Scope of Work: In compliance with the approved drawings and specifications included therein, the contractor agrees to perform the necessary scope of work to construct a new walk-in refrigerator and emergency back-up generator at Holland Hall, Shady Creek.

**Perform all necessary work, including but not limited to:**

- Relocate existent walk-in freezer to accommodate new construction
- Install new walk-in refrigerator
- Install new accessible parking space and path of travel
- Install new emergency back-up generator with propane tank and fencing.
- Install new protective building shell over freezer and new walk-in refrigerator
- Demolition of structures and paving to accommodate new structures.
- Site clearing, grubbing, soil compaction and grading
- Site camera survey of demolition areas to verify existent infrastructure
- Saw cut and remove AC Paving and concrete as necessary
- Replace AC Paving and concrete as necessary
- Paint striping as applicable per plan.
- Connection to site utilities as required
- Installation of irrigation as required
- Landscape as required

**Specifically Includes:**

- Provide schedule of work and values (must be approved by owner) prior to mobilization, invoice according to these schedules.
- Provide temporary cold storage for items stored in freezer during relocation; coordinate with owner's representative to schedule for transfer of cold storage.
- Coordinate with owner's representative for door hardware specifications and keying.
- Coordinate with owner's representative for scheduling utility shut-off.
- Coordinate with owner's soils engineer and Nevada County Building Department inspectors for necessary testing and inspections.

**Specifically Excludes:**

- Plan creation
  - Nevada County Building Department approval and permit (already permitted)

Attachments

## **SPECIFICATIONS**

**In the event that products or applications of work differ, or are in addition to, the specifications listed in the approved drawings for products or applications within this section, please include the proposed products and applications in this section. Any proposed products and applications must meet or exceed the products or applications of work included in this section and must comply to specifications as stated by local, state and federal governing authorities codes and specifications for products and applications as they pertain to this scope of work.**

**ATTACHMENT 3 - COMPENSATION RATE**

**Wage Rates:** In accordance with the provisions of Sections 1770 and 1773 of the Labor Code, the Director of Industrial Relations has determined the general prevailing rate of wages applicable to the work to be done. These rates are set forth in schedules located at the State Department of Industrial Relations, Director of Industrial Relations (415) 703 – 4774; copies of schedules are available on the Internet at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.html>. Said schedules are also maintained by the SCSOS at the Facilities Department office at 750 Palora Avenue, Yuba City, California 95991 and available to any interested party on request. The contractor shall post a copy thereof at each job site.

Attention is directed to the provisions of Section 1777.5 and 1777.6 of the Labor Code of the State of California concerning employment of apprentices by the contractor or any subcontractor under him. The prime contractor is responsible for compliance with the requirements of 1777.5 and the prime contractor and any subcontractor under him shall comply with the requirements of Section 1777.6.

**ATTACHMENT 4 - BID FORM**

The undersigned Contractor proposes and agrees to furnish all labor, supervision, personnel, permits, materials, supplies, tools and equipment necessary to construct a new walk-in refrigerator and emergency back-up generator at Holland Hall, Shady Creek, in accordance with the Scope of Work, Attachment 2 and other contract documents provided herein.

Project Address: 18601 Pathfinder Way, Nevada City, Calif. 95959

Refrigerator

| Bid Item | Description                        | Total Line Amount |
|----------|------------------------------------|-------------------|
| 1        | Mobilization                       | \$                |
| 2        | Demolition                         | \$                |
| 3        | Site/Earth Work                    | \$                |
| 4        | Concrete                           | \$                |
| 5        | AC Paving                          | \$                |
| 6        | Electrical                         | \$                |
| 7        | Mechanical                         | \$                |
| 8        | Refrigerator                       | \$                |
| 9        | Building rough, finish and roofing | \$                |
| 10       | Relocate Freezer                   | \$                |
| 11       | Cold storage                       | \$                |
| 12       | Signage and striping               | \$                |
|          | Task Total                         | \$                |

Generator

| Bid Item | Description                         | Total Line Amount |
|----------|-------------------------------------|-------------------|
| 1        | Mobilization                        | \$                |
| 2        | Site/Earth Work                     | \$                |
| 3        | Concrete                            | \$                |
| 4        | Fencing                             | \$                |
| 5        | Electrical                          | \$                |
| 6        | Plumbing/Mechanical & connections   | \$                |
| 7        | Equipment – Generator/ Propane Tank | \$                |
|          | Task Total                          | \$                |

Total Base Bid Amount \$ \_\_\_\_\_ (both tasks combined)

Bid Amount (written) \_\_\_\_\_ Dollars

**In the event of a conflict between the written and numeric version of the bid, the written will prevail.**

The above prices will be valid for sixty (60) days from the bid opening date.

**Representative Name (please print)** \_\_\_\_\_

**Representative Signature** \_\_\_\_\_

**Company Name** \_\_\_\_\_

**Date** \_\_\_\_\_

**ATTACHMENT 5 - LIST OF SUBCONTRACTORS**

**Project: NEW WALK-IN COOLER & GENERATOR SC5266.16-17**

List of Subcontractors for \_\_\_\_\_(Contractor)

Pursuant to the provisions of Sections 4100 to 4114 inclusive, of the California Public Contracts Code, and as set forth in the Invitation to Bid, the above named Contractor hereby designates below the names and locations of the places of business of each subcontractor. Please check one of the statements and sign below:

\_\_\_\_\_We are not using any Subcontractors.

\_\_\_\_\_All of our Subcontractors are performing at least 1/2 of 1% of the work listed below (if the Bidder fails to specify a subcontractor for any portion of the work to be performed in the contract in excess of 1/2 of 1% of the total Bid Amount, he agrees to perform that portion himself.)

| TRADE DESCRIPTION | SUBCONTRACTOR NAME | BUSINESS LOCATION | LIC. NUMBER |
|-------------------|--------------------|-------------------|-------------|
|                   |                    |                   |             |
|                   |                    |                   |             |
|                   |                    |                   |             |
|                   |                    |                   |             |
|                   |                    |                   |             |
|                   |                    |                   |             |
|                   |                    |                   |             |
|                   |                    |                   |             |

Attach additional pages if necessary.

**Signature**\_\_\_\_\_ **Date**\_\_\_\_\_

**ATTACHMENT 6 - CONTRACTOR INFORMATION FOR BID FORM**

The SCSOS reserves the right to: reject any or all bids; to determine which bid should be accepted in the best interest of the SCSOS; to waive any informalities in any proposal or bid; to delete certain items listed in the bid proposal; and to award the bid to the lowest, responsive, responsible bidder.

I hereby certify that I have received, read, and understand the Scope of Work contained in this Invitation for Bid

The undersigned certifies that this bid will be genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly with any bidder or person, to put in a sham or bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by Contract or collusion, or communication or conference, with any person, to fix the bid price of affiant or of that of any other bidder, or to fix any overhead, profit or cost element of any bid price, or of that of any other bidder, or to secure any advantage against the Sutter County Superintendent of Schools or any person interested in the proposed contract.

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

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

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

CONTRACTOR'S LICENSE NO. AND CLASS \_\_\_\_\_

CONTACT PERSON (print): \_\_\_\_\_

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

**ATTACHMENT 7 – REFERENCES NOT REQUIRED**



**ATTACHMENT 8 - BID BOND**  
*(REQUIRED FOR BASE BID AMOUNTS \$15,000.00 or GREATER ONLY)*

Bond No.

KNOW ALL BY THESE PRESENTS, that we \_\_\_\_\_ as Principal, hereinafter called Principal, and \_\_\_\_\_ (Bonding Company), a corporation duly organized under the laws of the State of California as an admitted Insurance Surety Insurer, hereinafter called the Surety, are held and firmly bound unto the Sutter County Superintendent of Schools for the sum of (INSERT AMOUNT EQUAL TO 10% OF BID AMOUNT), for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

(INSERT INVITATION FOR BID NAME AND NUMBER)

NOW, THEREFORE, if the Sutter County Superintendent of Schools shall accept the bid of the Principal and the Principal shall enter into a contract with the Sutter County Superintendent of Schools in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Sutter County Superintendent of Schools the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Sutter County Superintendent of Schools may in good faith contract with another party to perform work covered by said bid or an appropriate required amount as specified in the Invitation for Bid then this obligation shall be null and void, otherwise to remain in full force and effect.

**ATTACHMENT 8 (continued)**

**BID BOND**

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

(BONDING COMPANY)

\_\_\_\_\_  
(Witness)

By \_\_\_\_\_  
(Attorney-in-Fact)

The Power of Attorney of persons signing for the Surety Company must be attached.

**NOTE:** Date of Bid Bond must be prior to date of Contract.

1. Correct name of Contractor.
2. A Corporation; A Partnership; or an Individual, as case may be, attached.
3. Correct name of Surety.
4. If Contractor is Partnership, all partners must execute Bid Bond.
5. Bid Bond to be \$ (Insert amount equal to 10% of Bid); or:
6. \$ (Insert amount equal to 10% of Bid amount) in the form of the following:
  - a. A certified check **(made out to the Sutter County Superintendent of Schools)**.
  - b. A bank draft **(made out to the Sutter County Superintendent of Schools)**..

**ATTACHMENT 9 – PAYMENT AND PERFORMANCE BONDS**  
*(REQUIRED FOR BID AMOUNTS \$25,000.00 or GREATER ONLY)*

**PAYMENT BOND FORM**

WHEREAS, by General Contract dated \_\_\_\_\_, by and between Sutter County Superintendent of Schools and \_\_\_\_\_, hereinafter designed as the "Principal", Principal has been employed for the work described as follows:

**Bid Number \* Bid Title**

WHEREAS, said principal is required by SUTTER COUNTY SUPERINTENDENT OF SCHOOLS to furnish a bond in connections with said contract.

NOW, THEREFORE, \_\_\_\_\_  
of \_\_\_\_\_, city  
of \_\_\_\_\_, State of \_\_\_\_\_, as  
Principal, and \_\_\_\_\_,  
a corporation organized and existing under the laws of the State of \_\_\_\_\_,  
legally doing business in California as an admitted surety insurer at  
\_\_\_\_\_ City of \_\_\_\_\_, State of  
California, as Surety, are indebted to SUTTER COUNTY SUPERINTENDENT OF  
SCHOOLS, hereinafter called the "SCSOS", in the sum of  
\_\_\_\_\_ Dollars\_(Bid\*Amount\*) for which  
payment Principal and Surety bind ourselves, our heirs, executors, administrators,  
successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION is that if the Principal, his, hers or its heirs, executors, administrators, successors or assigns, shall fail to pay any person or persons named in California Civil code Sections 3110 and 3181 or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or 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 subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor that the sureties will pay for the same, and also, in case suit is brought upon the bond, reasonable attorneys' fees to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Sections 3110 or 3181 of the California Civil code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that it shall be exonerated or released from the obligation of this bond by any change, alteration or modification in or of the contract, any plans, specifications or Contracts pertaining or relating to any schedule or work of improvement or pertaining or relating to the furnishing of labor, material, or equipment therefor under the contract, nor by any change or modification of

any terms of payment or extension of time for any payment pertaining or relating to any scheme or work of improvement under the contract, nor by any rescission or attempted rescission of the contract or bond, nor by any conditions precedent or subsequent in the bond, express or implied, attempting to limit the right of recovery of claimants otherwise entitled to recover under the contract or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond.

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

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_

**PERFORMANCE BOND FORM**

**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, Sutter County Superintendent of Schools hereinafter referred to as "SCSOS" and \_\_\_\_\_ (hereinafter referred to as "Contractor", have entered into a written contract for furnishing of all labor, materials, equipment, transportation and services for the construction of Bid Package(s) \_\_\_\_\_ on the \_\_\_\_\_ Project located in Sutter County, California (hereinafter referred to as the "Construction Contract"); and

WHEREAS, Contractor is required by the terms of the Construction Contract to furnish a bond for the faithful performance of all terms and conditions of the Construction Contract;

NOW, THEREFORE, Contractor, as principal, and \_\_\_\_\_ (hereinafter referred to as "Surety"), as surety, are held and firmly bound unto Claimants, as defined herein, in the penal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made as provided in this Performance Bond.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to SCSOS for the performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor timely performs each and every obligation under the Construction Contract, including all warranty obligations, Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. Surety's obligation under this Performance Bond shall arise after:
  - 3.1 SCSOS has declared a Contractor Default and has notified Contractor and Surety at its address described in Paragraph 10 below that SCSOS has declared a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than seven days after receipt of such notice to discuss methods of performing the Construction Contract; and
  - 3.2 SCSOS has agreed to pay the Balance of the Contract Price, as calculated under the terms of the Construction Contract, to Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the Construction Contract with SCSOS.
4. When SCSOS has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
  - 4.1 Arrange for Contractor, with consent of SCSOS, to perform and complete the Construction Contract; or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to SCSOS

for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by SCSOS and the contractor selected with SCSOS's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to SCSOS the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price, as calculated under the terms of the Construction Contract, incurred by SCSOS resulting from Contractor's Default; or

- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:
  - .1 After investigation, determine the amount for which it may be liable to SCSOS and, as soon as practicable after the amount is determined, tender payment thereof to SCSOS; or
  - .2 Deny liability in whole or in part and notify SCSOS citing specific reasons therefore.
5. If Surety does not proceed as provided in Paragraph 4 within twenty days from receipt of the notice described in paragraph 3.1 (whether or not a conference has been held pursuant to paragraph 3.1), or such longer period upon which SCSOS and Surety may agree in writing, Surety shall be deemed to be in default on this Bond. If the Surety proceeds as provided in Subparagraph 4.4, and SCSOS refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice SCSOS shall be entitled to enforce any remedy available to SCSOS.
6. After SCSOS has declared a Contractor Default, and if Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to SCSOS shall not be greater than those of Contractor under the Construction Contract, and the responsibilities of SCSOS to Surety shall not be greater than those of the SCSOS under the Construction Contract. To the limit of the amount of this Performance Bond, but subject to commitment by SCSOS of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, Surety is obligated without duplication for:
  - 6.1 The responsibilities of Contractor for correction of defective Work, materials and equipment and completion of the Construction Contract, including all warranty obligations;
  - 6.2 Additional legal, design professional, construction management and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to SCSOS or others for obligations of Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than SCSOS or its heirs, executors, administrators or successors.

8. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be taxed as an item of costs.
10. Notice to Surety, SCSOS or Contractor shall be mailed or delivered to the address, or sent via telecopier to the facsimile number, shown on the signature page.

11. DEFINITIONS

- 11.1 Balance of the Contract Price: The total amount payable by SCSOS to Contractor under the Construction Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by SCSOS in settlement of insurance or other claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Construction Contract.
- 11.2 Construction Contract: The Contract between the SCSOS and the Contractor identified on the first page of this bond, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

CONTRACTOR, as Principal

SURETY

By: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Address: \_\_\_\_\_  
  
 Phone #: \_\_\_\_\_  
  
 Fax #: \_\_\_\_\_

By: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Address: \_\_\_\_\_  
  
 Phone #: \_\_\_\_\_  
  
 Fax #: \_\_\_\_\_

**ATTACHMENT 10 - LIQUIDATED DAMAGES**

Liquidated damages in the amount of FIVE HUNDRED AND 00/100 DOLLARS (\$500) per day will be deducted from the Contractor's invoiced amount or the actual cost of corrections or repairs made by the SCSOS.

**IT IS AGREED THAT THE AMOUNT OF THE LIQUIDATED DAMAGES TO BE PAID BY THE CONTRACTOR TO THE SCSOS FOR FAILURE TO COMPLETE THE ENTIRE WORK (PUNCH LIST ITEMS INCLUDED) WITHIN THE TIME SET FORTH WITHIN THE AGREED TO SCHEDULE OF WORK WILL BE FIVE HUNDRED AND 00/100 DOLLARS (\$500) FOR EACH CALENDAR DAY, CONTINUING TO THE TIME AT WHICH THE WORK IS COMPLETED AND A NOTICE OR CERTIFICATE OF COMPLETION HAS BEEN ISSUED BY THE SCSOS, ALL AS PROVIDED IN THE IFB SCOPE OF WORK.**

**CONTRACTOR NAME** \_\_\_\_\_

**CONTRACTOR SIGNATURE** \_\_\_\_\_

Note: The Liquidated Damages statement must be signed by the Contractor when the Contract is signed and shall become part of the contract.



**INDEPENDENT CONTRACTOR**  
**CERTIFICATION OF EMPLOYEE CLEARANCE**

Name of Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

I certify that:

My company has completed background checks pursuant to Education Code Section 45125.1 on all of our employees who may come into contact with pupils while working on projects for the Sutter County Superintendent of Schools.

None of my company's employees, who may come in contact with pupils while working on projects for the Sutter County Superintendent of Schools, have been convicted of a violent or serious felony as defined in Education Code Section 45122.1.

I have attached a list of the names of our employees who may come in contact with pupils (see page two)

I certify that any false, deceptive, misleading, or nondisclosed information related to this certification may result in tort liability for my company.

\_\_\_\_\_  
Contractor Name (print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

