

BID PROJECT MANUAL

PROJECT NUMBER: 24268.00-32-MB

**Horace Mann Elementary Fencing and
Concrete Project**

BAKERSFIELD CITY SCHOOL DISTRICT

July 1, 2024

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Solicitation

| <u>Division 0</u> | <u>Section</u> | <u>Title</u> |
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| | 00 11 16 | Notice to Bidders |

Instructions for Procurement

| <u>Division 0</u> | <u>Section</u> | <u>Title</u> |
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Procurement Forms and Supplements

| <u>Division 0</u> | <u>Section</u> | <u>Title</u> |
|-------------------|------------------------|--|
| | 00 41 13 | Bid Form and Proposal |
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| | | [RESERVED] |
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| | |
|------------------------|---|
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| 00 45 90 | Post Bid Interview |

Contracting Forms and Supplements

| <u>Division 0</u> | <u>Section</u> | <u>Title</u> |
|-------------------|---------------------|---|
| | 00 51 00 | Notice of Award |
| | 00 52 13 | Agreement Form – Stipulated Sum (Single-Prime Contract) |
| | 00 55 00 | Notice to Proceed |
| | 00 56 00 | Escrow Bid Documentation |
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Project Forms

| <u>Division 0</u> | <u>Section</u> | <u>Title</u> |
|-------------------|---------------------|---|
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| | 00 61 13.16 | Payment Bond |
| | 00 63 40 | Allowance Expenditure Directive Form |
| | 00 63 47 | Daily Force Account Report |
| | 00 63 57 | Proposed Change Order Form |
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Conditions of the Contract

| <u>Division 0</u> | <u>Section</u> | <u>Title</u> |
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| | 00 73 13 | Special Conditions |
| | 00 73 56 | Hazardous Materials Procedures and Requirements |

LIST OF DRAWINGS AND TABLES

DRAWINGS





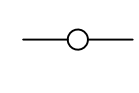

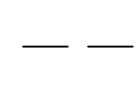
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| A-100 | Mann_A-100_Site Plan.pdf | Site Plan |
| A-101 | Mann_A-101_Enlg Demo 1.pdf | Enlarged Demo Plan Section 1 |
| A-102 | Mann_A-102_Enlg Demo 2.pdf | Enlarged Demo Plan Section 2 |
| A-103 | Mann_A-103_Enlg Demo 3.pdf | Enlarged Demo Plan Section 3 |
| A-104 | Mann_A-104_Enlg Demo 4.pdf | Enlarged Demo Plan Section 4 |
| A-111 | Mann_A-200_Elevations 1.pdf | Enlarged New Fence Plan Section 1 |
| A-112 | Mann_A-201_Elevations 2.pdf | Enlarged New Fence Plan Section 2 |
| A-113 | Mann_A-202_Elevations 3.pdf | Enlarged New Fence Plan Section 3 |
| A-114 | Mann_A-203_Elevations 4.pdf | Enlarged New Fence Plan Section 4 |
| A-200 | Mann_A-200_Elevations 1.pdf | Elevation Section 1 |
| A-201 | Mann_A-201_Elevations 2.pdf | Elevation Section 2 |
| A-202 | Mann_A-202_Elevations 3.pdf | Elevation Section 3 |
| A-203 | Mann_A-203_Elevations 4.pdf | Elevation Section 4 |
| A-300 | Mann_A-300_Details.pdf | Details |
| A | A-Horace Mann-Niles Street Fencing Schedule.pdf | Fencing Schedule |
| B | B-General Information.pdf | General Information |

TABLES

N/A

END OF DOCUMENT

LEGEND:

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|  DEMO |  (E) GREEN BELT |  (N) PLANTER AREA |
|  (N) CONCRETE |  (N) IRON FENCING | |
|  (N) CONC. WALKWAY |  (E) IRON FENCING | |

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- A-100 SITE PLAN AND COVER SHEET
- A-101 ENLARGED DEMO PLAN
- A-102 ENLARGED DEMO PLAN
- A-103 ENLARGED DEMO PLAN
- A-104 ENLARGED DEMO PLAN
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- A-200 ELEVATION SECTION 1
- A-201 ELEVATION SECTION 2
- A-202 ELEVATION SECTION 3
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- A-300 DETAILS

GENERAL NOTES:

- 1 FENCE LENGTHS ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY PRIOR TO PROVIDING BID.
- 2 FENCING DETAILS ARE COMPLEMENTARY.
- 3 ALL PREP WORK (POST HOLES/DIGGING) REQUIRED FOR A COMPLETE INSTALLATION SHALL BE INCLUDED IN BID.
- 4 ALL FENCING, POSTS AND GATES, ETC. TO BE ELECTRO-STATIC PAINTED. ALL PREP WORK REQUIRED FOR PAINTING, ALL PAINT MATERIALS AND LABOR SHALL BE INCLUDED IN BID.

DEPARTMENT:
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 1801 PELLISS DRIVE
 BAKERSFIELD, CA 93307
 PHONE: (805) 881-8888
 FAX: (805) 884-9826

PROJECT:
SECURITY FENCING

DRAWINGS FOR:
 HORACE MANN ES
 2710 NILES STREET
 BAKERSFIELD, CA 93306

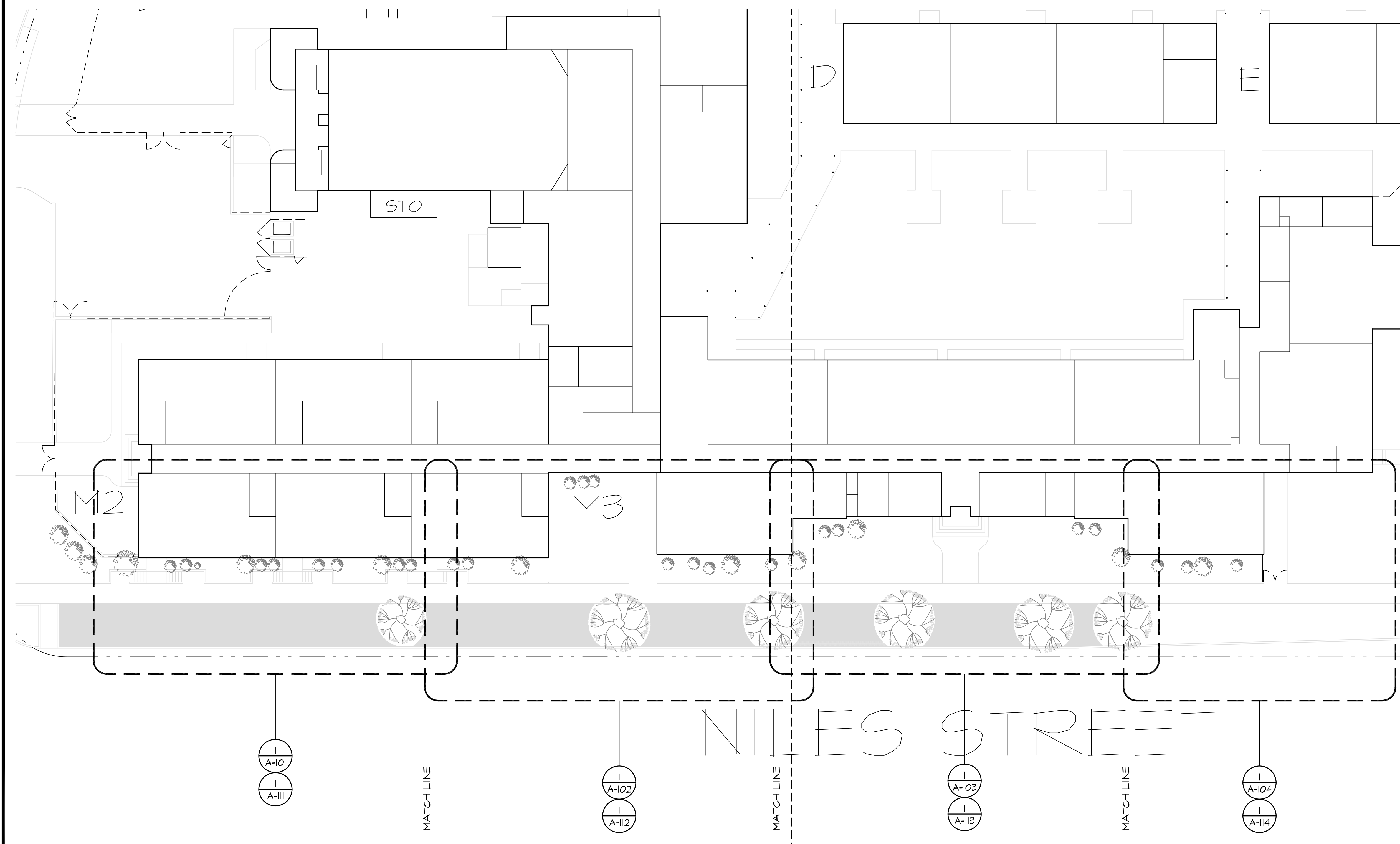
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PROJECT NO.:
 24268.00-32-MB

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A-100


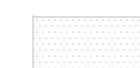


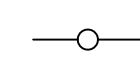

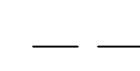
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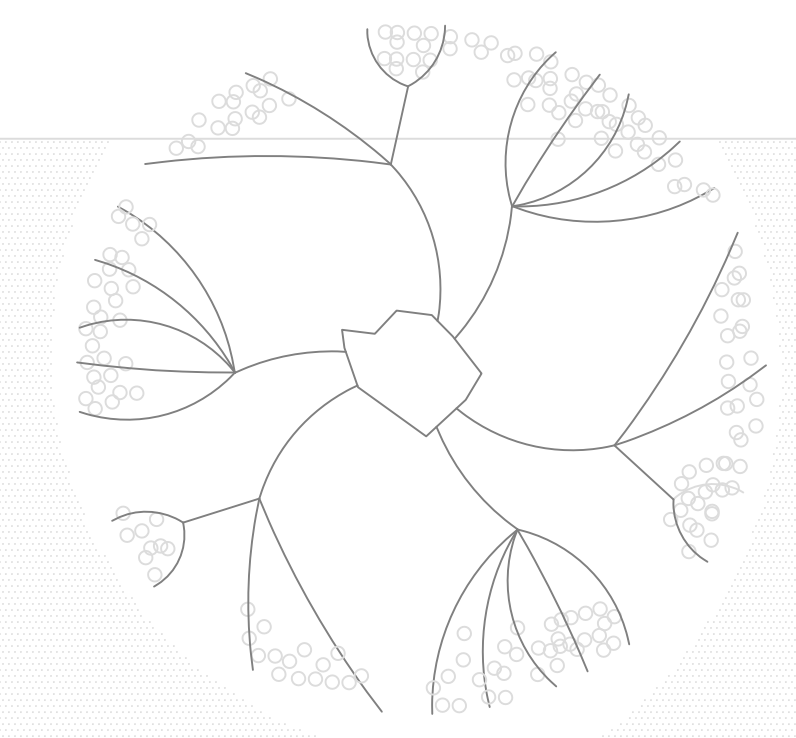
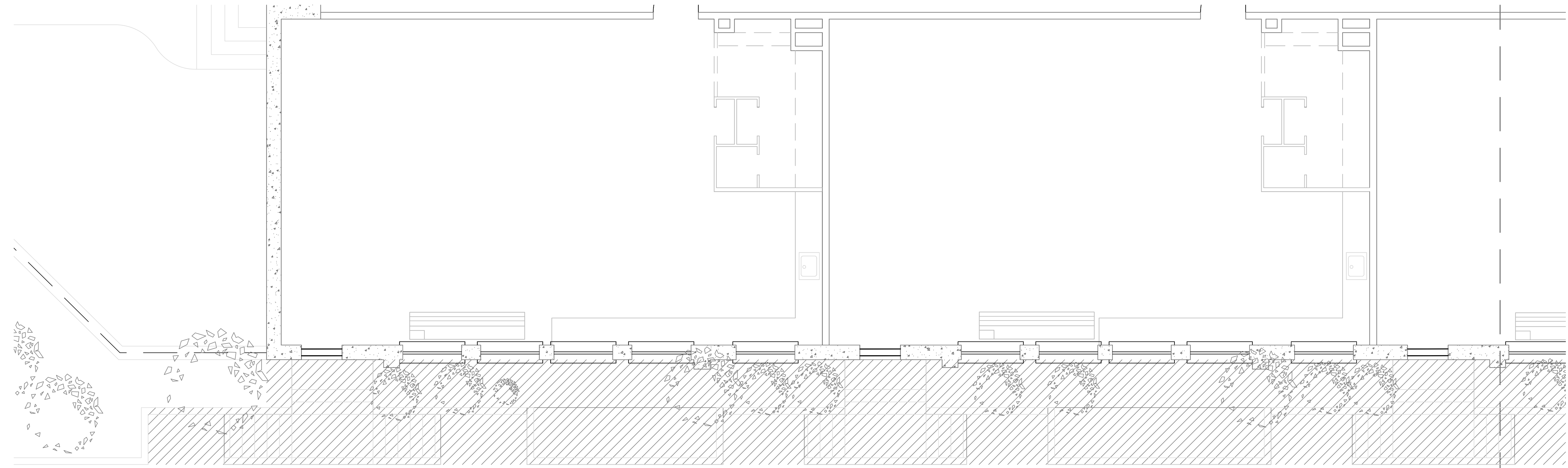


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SITE PLAN

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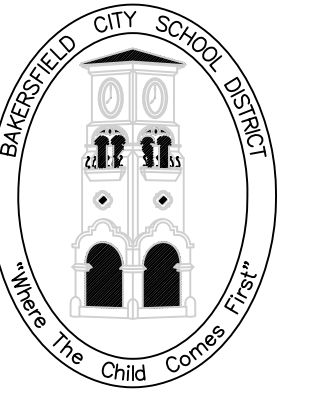


MATCH LINE

 **EXISTING SITE / DEMO PLAN**

SCALE: 1/4"=1'-0" (IN FEET)


APPROVAL STAMP



BAKERSFIELD CITY SCHOOL DISTRICT

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DRAWINGS FOR:
HORACE MANN ES
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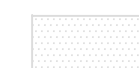


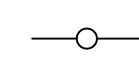

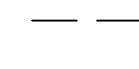
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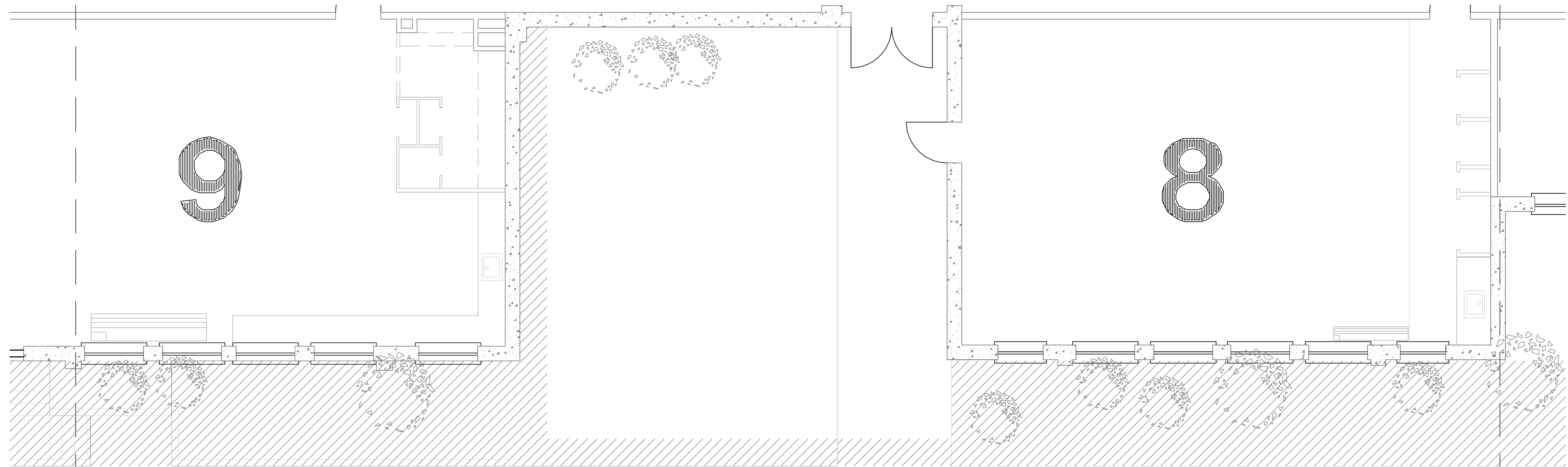
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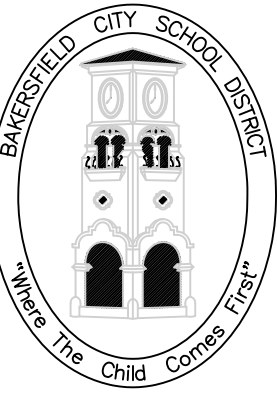
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 **EXISTING SITE / DEMO PLAN**

SCALE: 1/4"=1'-0" (IN FEET)


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DRAWINGS FOR:
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 2710 NILES STREET
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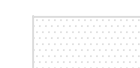


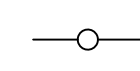

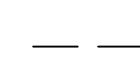
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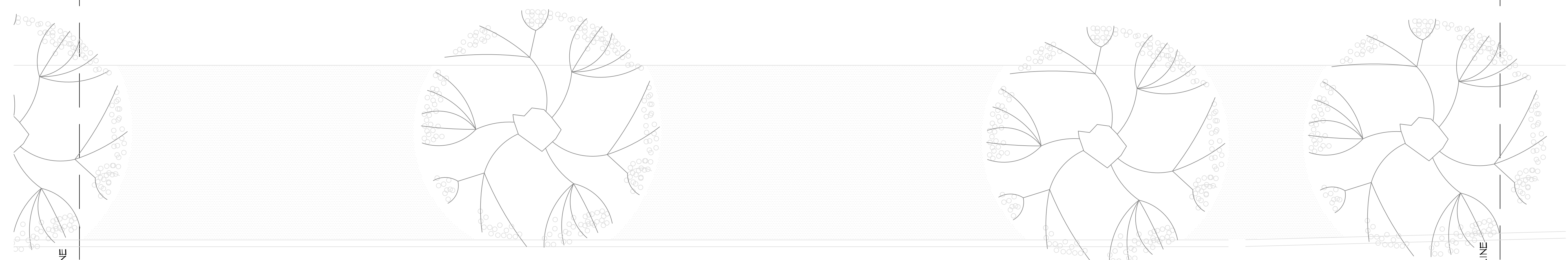
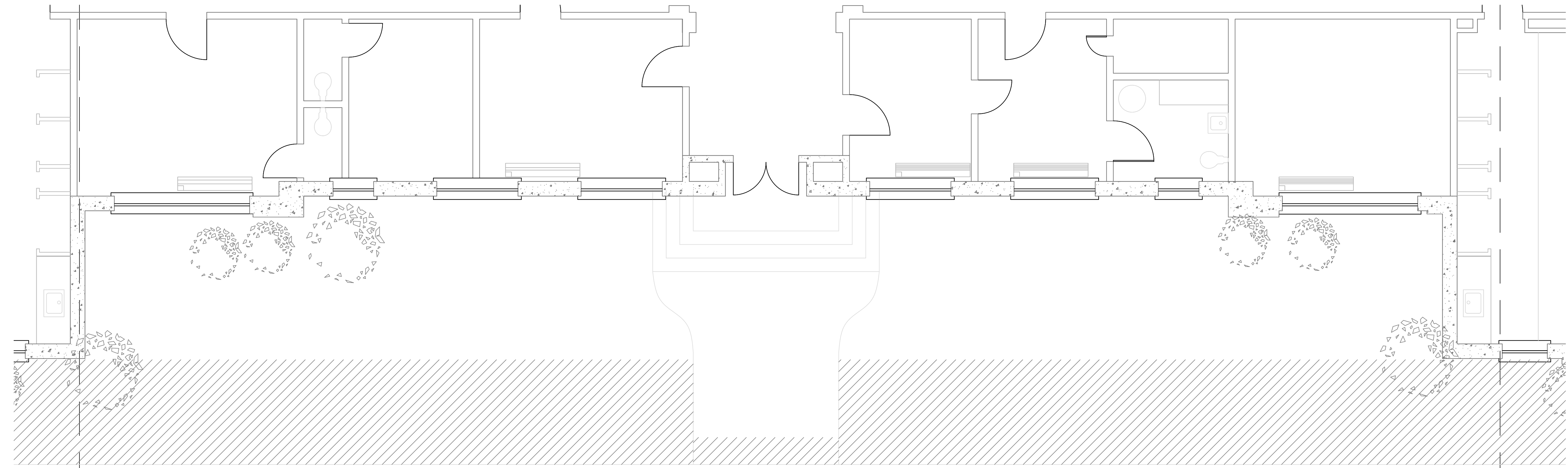
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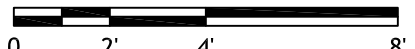
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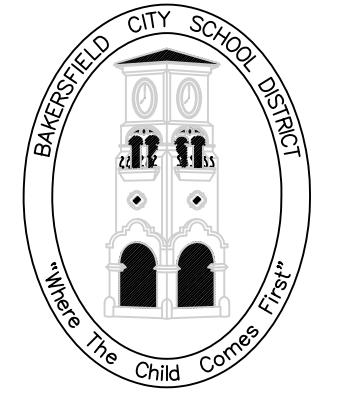
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|  (N) CONC. WALKWAY |  (E) IRON FENCING | |



 **EXISTING SITE / DEMO PLAN**

SCALE: 1/4"=1'-0" (IN FEET)


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PROJECT:
 SECURITY
 FENCING

DRAWINGS FOR:
 HORACE MANN ES
 2710 NILES STREET
 BAKERSFIELD, CA 93306

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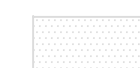


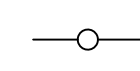

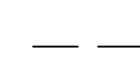
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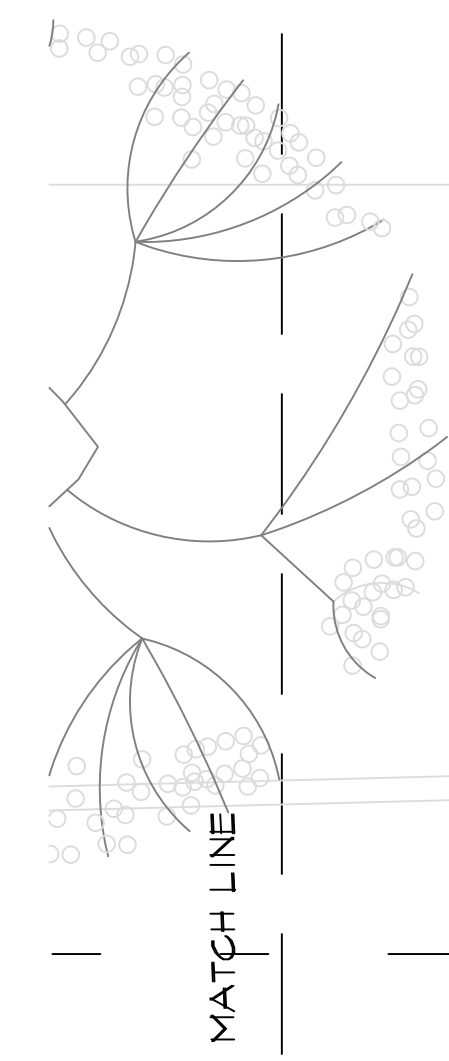
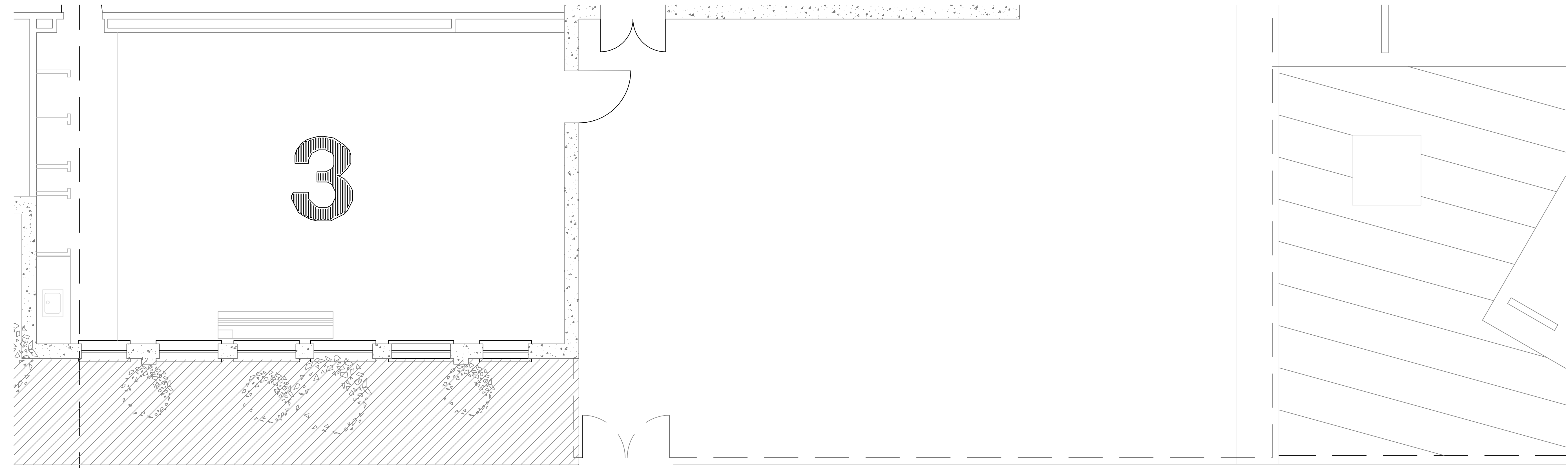
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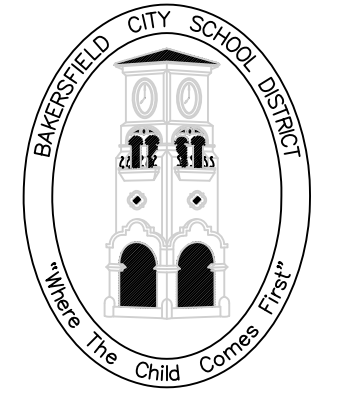
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|  (N) CONC. WALKWAY |  (E) IRON FENCING | |



 **EXISTING SITE / DEMO PLAN**

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 1801 FELIZ DRIVE
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PROJECT:
**SECURITY
 FENCING**

DRAWINGS FOR:
HORACE MANN ES
 2710 NILES STREET
 BAKERSFIELD, CA 93306

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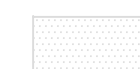


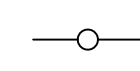

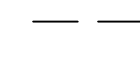
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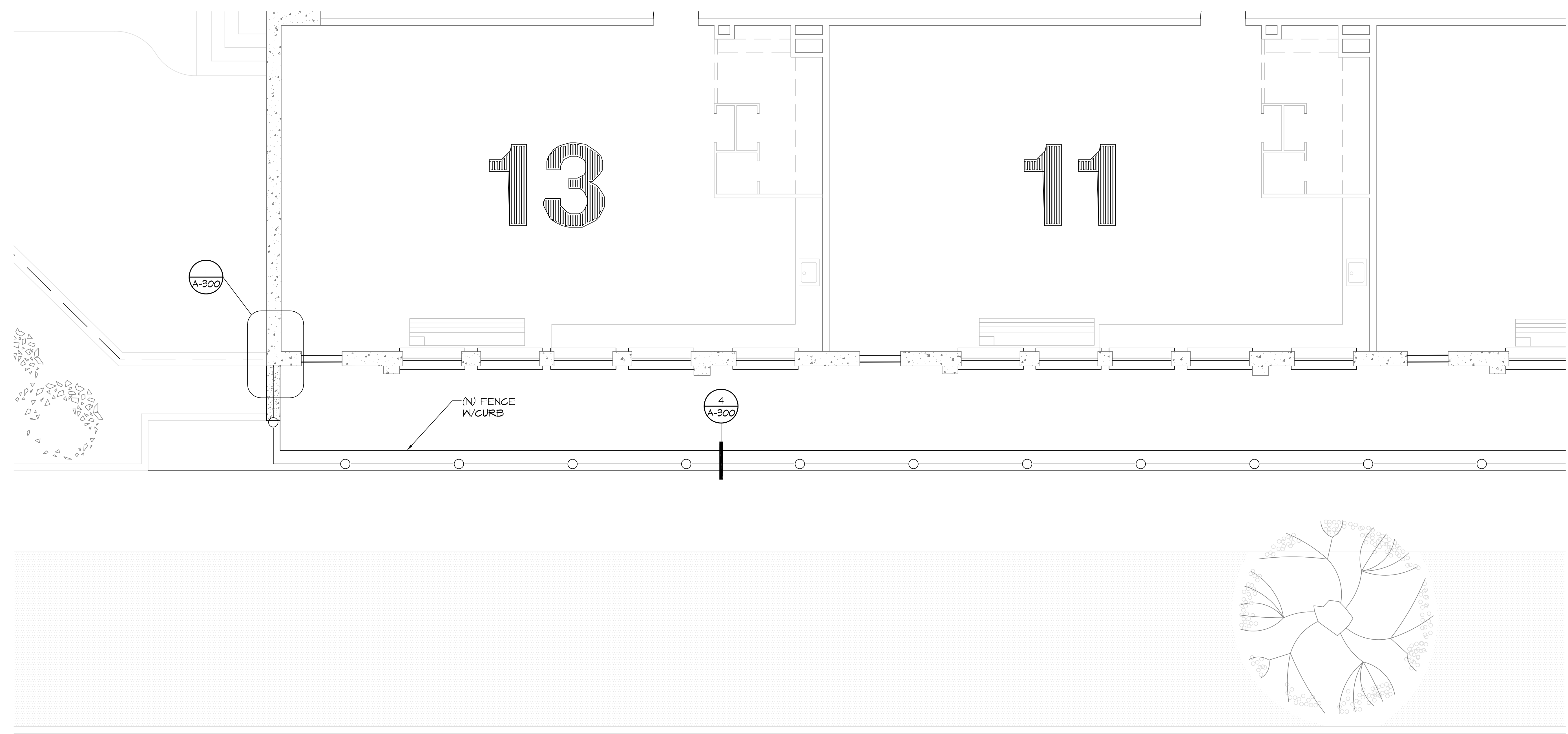
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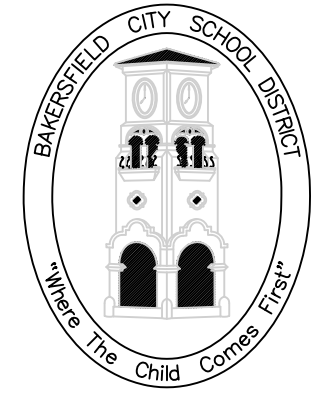
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|  (N) CONC. WALKWAY |  (E) IRON FENCING | |



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PROJECT:
SECURITY
FENCING

DRAWINGS FOR:
HORACE MANN ES
2710 NILES STREET
BAKERSFIELD, CA 93306

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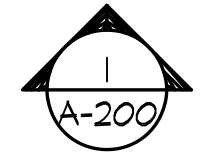
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24268.00-32-MB

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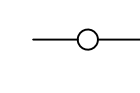

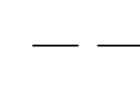
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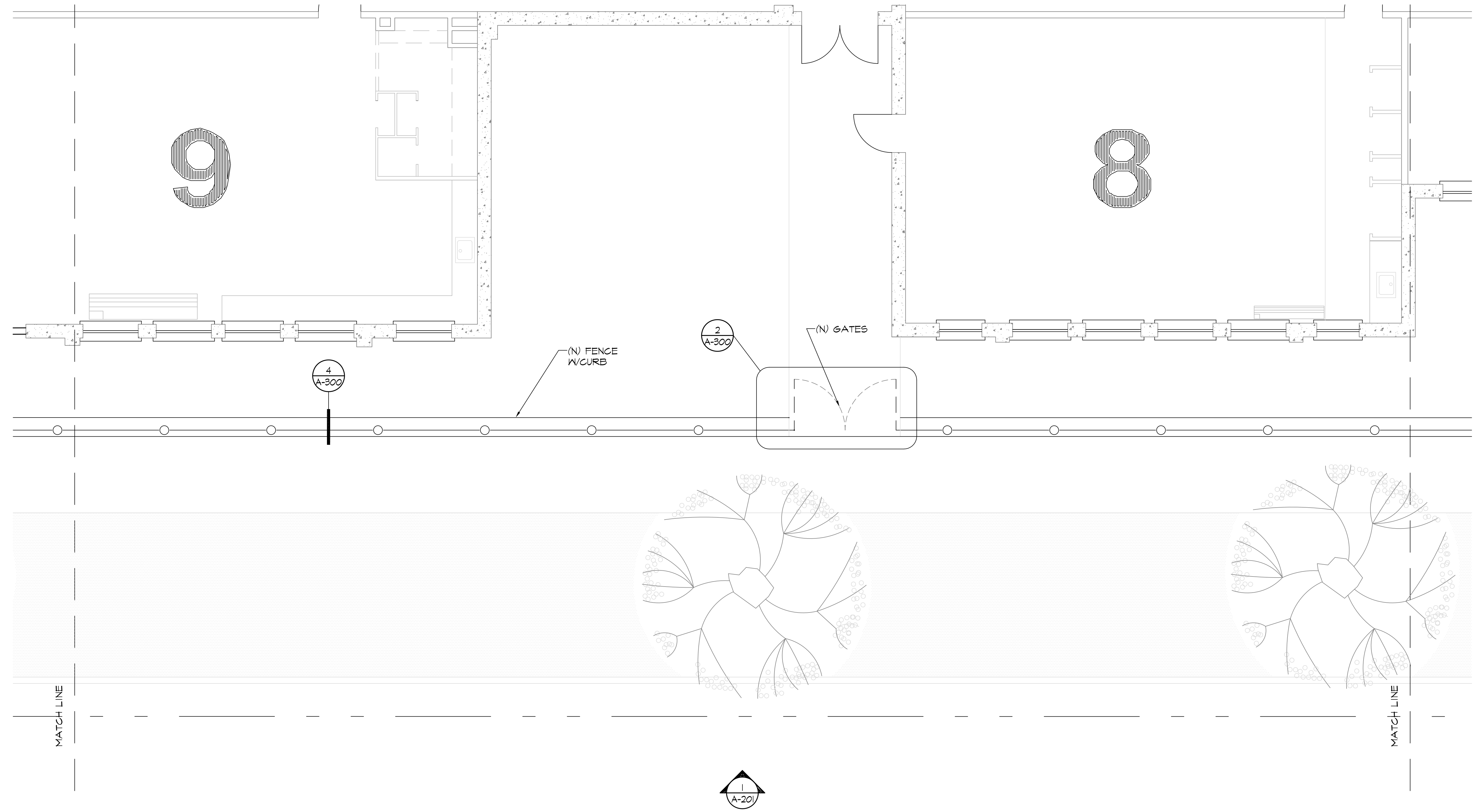
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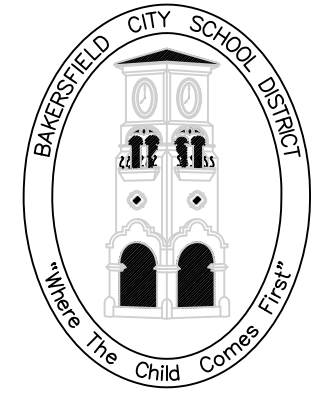
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|  (N) CONC. WALKWAY |  (E) IRON FENCING | |



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PROJECT:
SECURITY
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BAKERSFIELD, CA 93306

| REV. NO.: | TITLE: |
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PROJECT NO.:
24268.00-32-MB





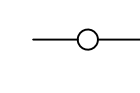

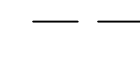
SHEET NO.:
A-112

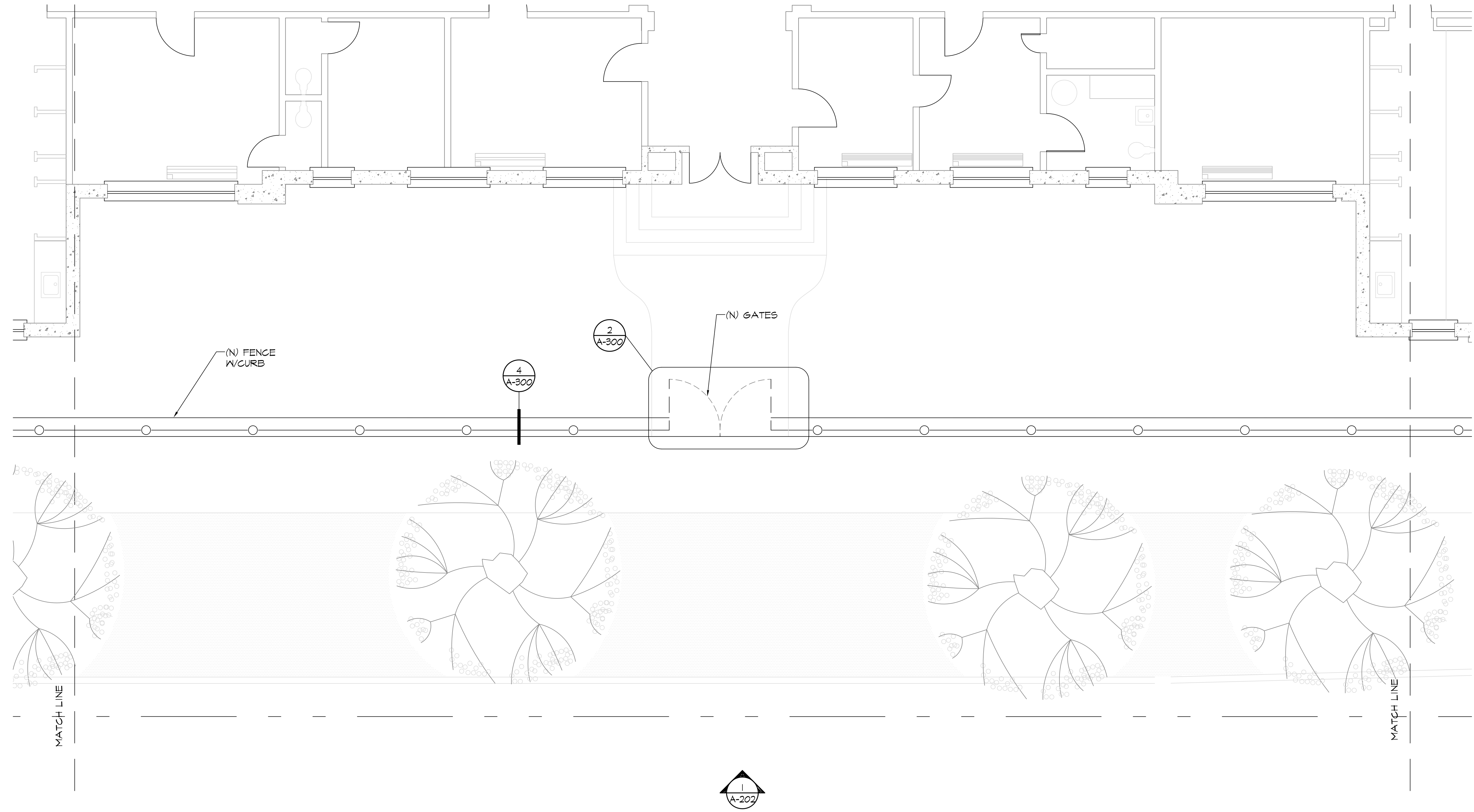
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DATE:

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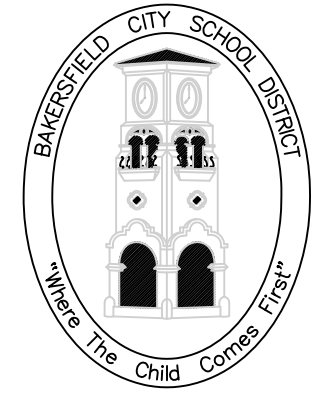
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LEGEND:

| | | |
|---|--|--|
|  DEMO |  (E) GREEN BELT |  (N) PLANTER AREA |
|  (N) CONCRETE |  (N) IRON FENCING | |
|  (N) CONC. WALKWAY |  (E) IRON FENCING | |



APPROVAL STAMP



BAKERSFIELD CITY SCHOOL DISTRICT

EDUCATION CENTER
1300 BAKER STREET
BAKERSFIELD, CA 93305
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Fax: 661.326.1485

DEPARTMENT:
MAINTENANCE,
OPERATIONS &
FACILITIES
1801 FELIZ DRIVE
BAKERSFIELD, CA 93307
PHONE: (661) 681-8888
FAX: (661) 684-9826

PROJECT:
SECURITY
FENCING

DRAWINGS FOR:
HORACE MANN ES
2710 NILES STREET
BAKERSFIELD, CA 93306

| REV. NO.: | TITLE: |
|-----------|--------|
| 1 | |
| | |
| | |

SHEET TITLE:
(N) FENCE
SECTION
3

PROJECT NO.:
24268.00-32-MB





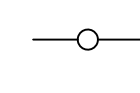

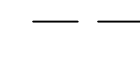
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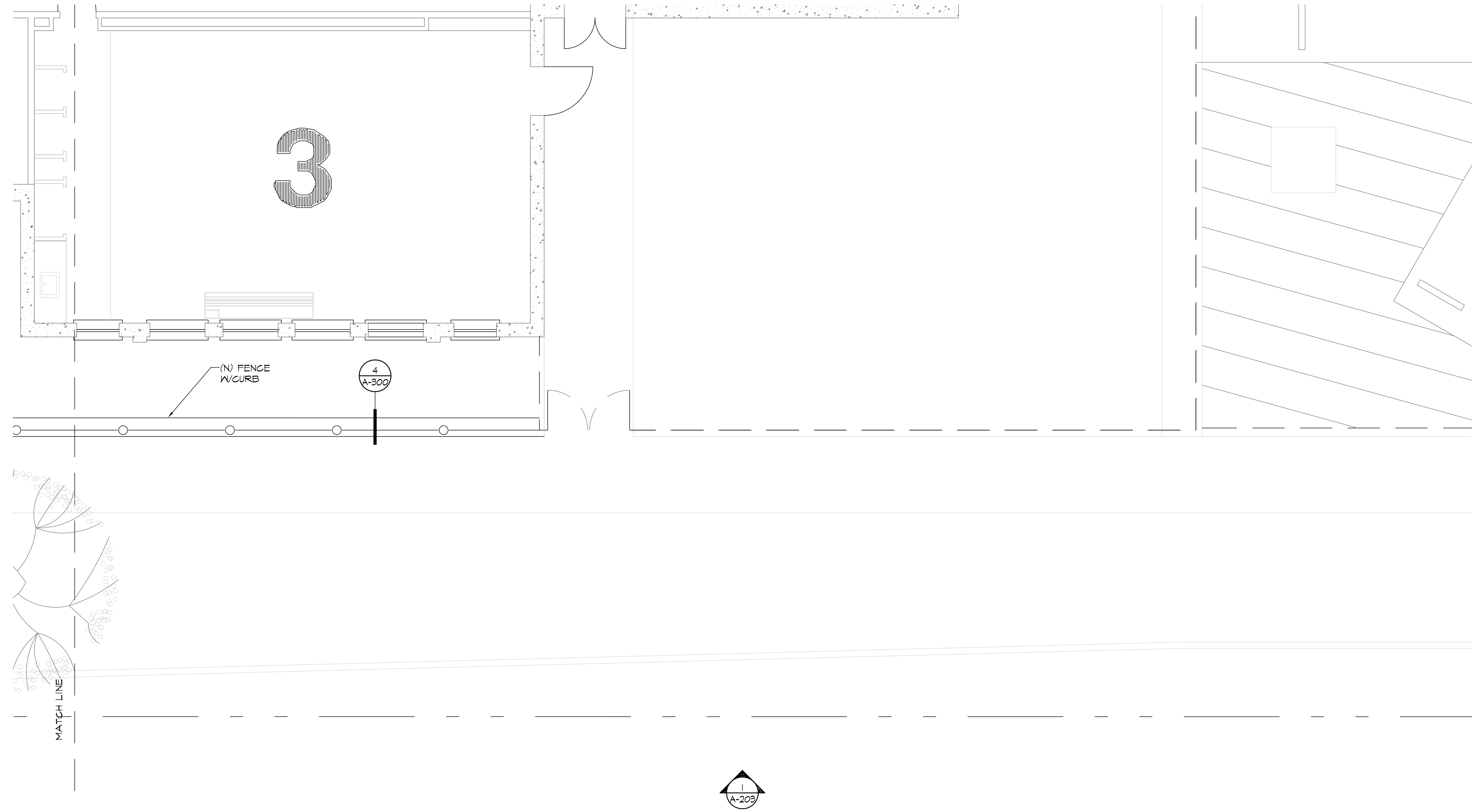
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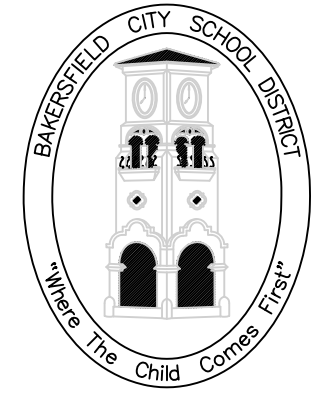
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LEGEND:

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|---|--|--|
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|  (N) CONCRETE |  (N) IRON FENCING | |
|  (N) CONC. WALKWAY |  (E) IRON FENCING | |



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FAX: (661) 684-4926

PROJECT:
SECURITY
FENCING

DRAWINGS FOR:
HORACE MANN ES
2710 NILES STREET
BAKERSFIELD, CA 93306

| REV. NO.: | TITLE: |
|-----------|--------|
| 1 | |
| | |
| | |

SHEET TITLE:
(N) FENCE
SECTION
4

PROJECT NO.:
24268.00-32-MB





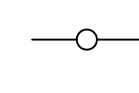

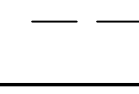
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RELEASE:
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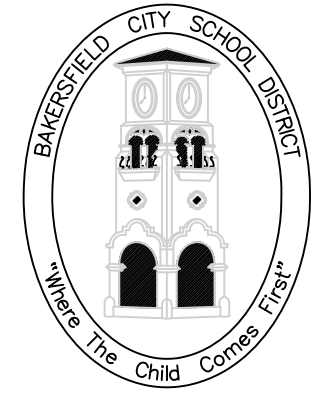
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LEGEND:

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|  (N) CONCRETE |  (N) IRON FENCING | |
|  (N) CONC. WALKWAY |  (E) IRON FENCING | |

APPROVAL STAMP



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PROJECT:
SECURITY
FENCING

DRAWINGS FOR:
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BAKERSFIELD, CA 93306

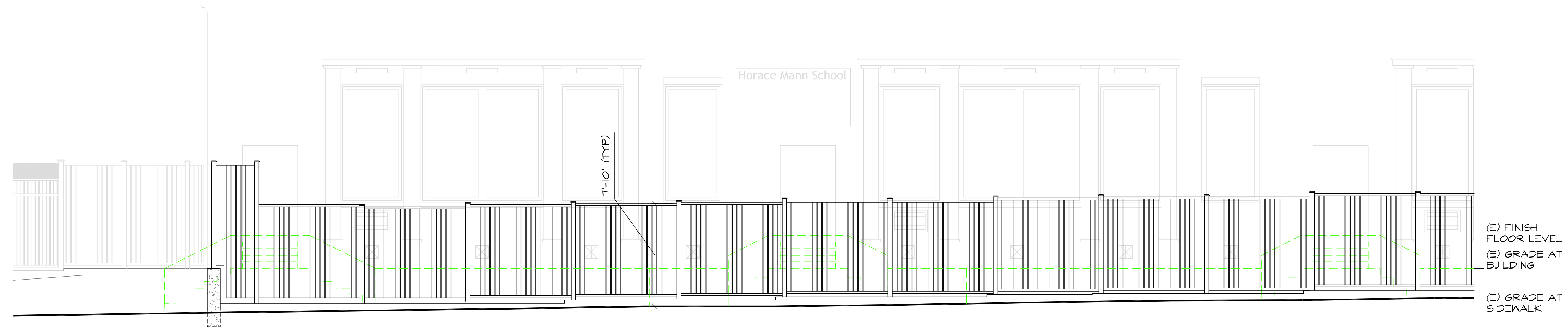
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SHEET TITLE:
ELEV. SECTION I

PROJECT NO.:
24268.00-32-MB

SHEET NO.:
A-200

RELEASE:
DATE:



(E) FINISH FLOOR LEVEL
(E) GRADE AT BUILDING
(E) GRADE AT SIDEWALK





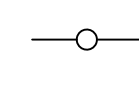

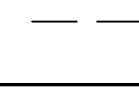
MATCH LINE

FENCING ELEVATION

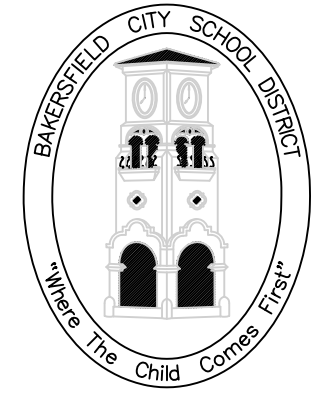
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A-200

SCALE: 1/4"=1'-0" (IN FEET)
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|  (N) CONCRETE |  (N) IRON FENCING | |
|  (N) CONC. WALKWAY |  (E) IRON FENCING | |

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PROJECT:
**SECURITY
FENCING**

DRAWINGS FOR:
HORACE MANN ES
2710 NILES STREET
BAKERSFIELD, CA 93306

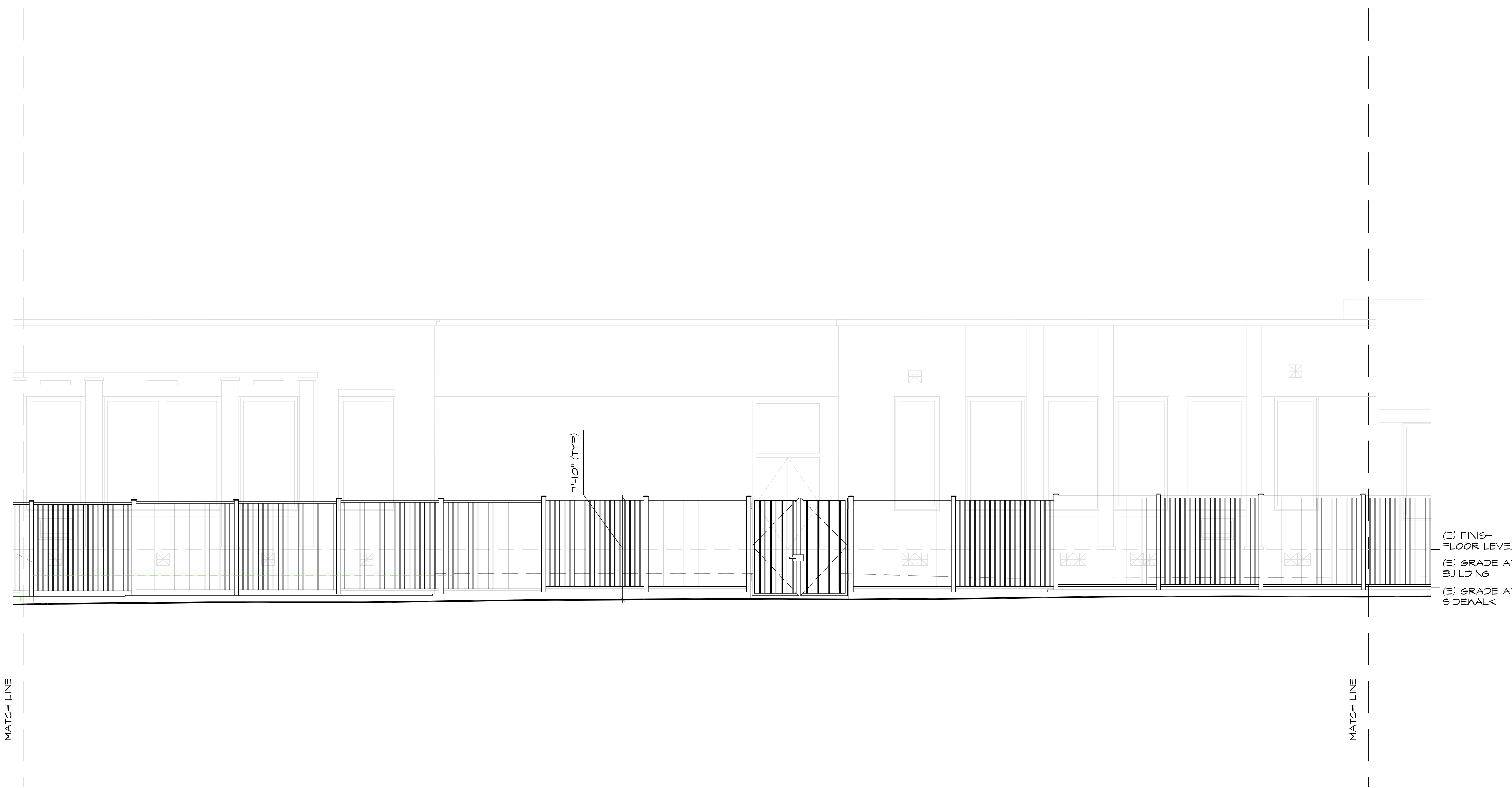
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SHEET TITLE:
**ELEV.
SECTION
2**

PROJECT NO.:
24268.00-32-MB

SHEET NO.:
A-201

RELEASE:
DATE:



MATCH LINE





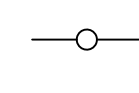

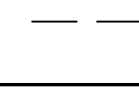
MATCH LINE

FENCING ELEVATION

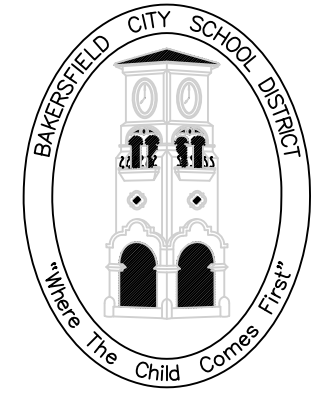
1
A-201

SCALE: 1/4"=1'-0" (IN FEET)
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LEGEND:

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|  (N) CONCRETE |  (N) IRON FENCING | |
|  (N) CONC. WALKWAY |  (E) IRON FENCING | |

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PROJECT:
**SECURITY
FENCING**

DRAWINGS FOR:
HORACE MANN ES
2710 NILES STREET
BAKERSFIELD, CA 93306

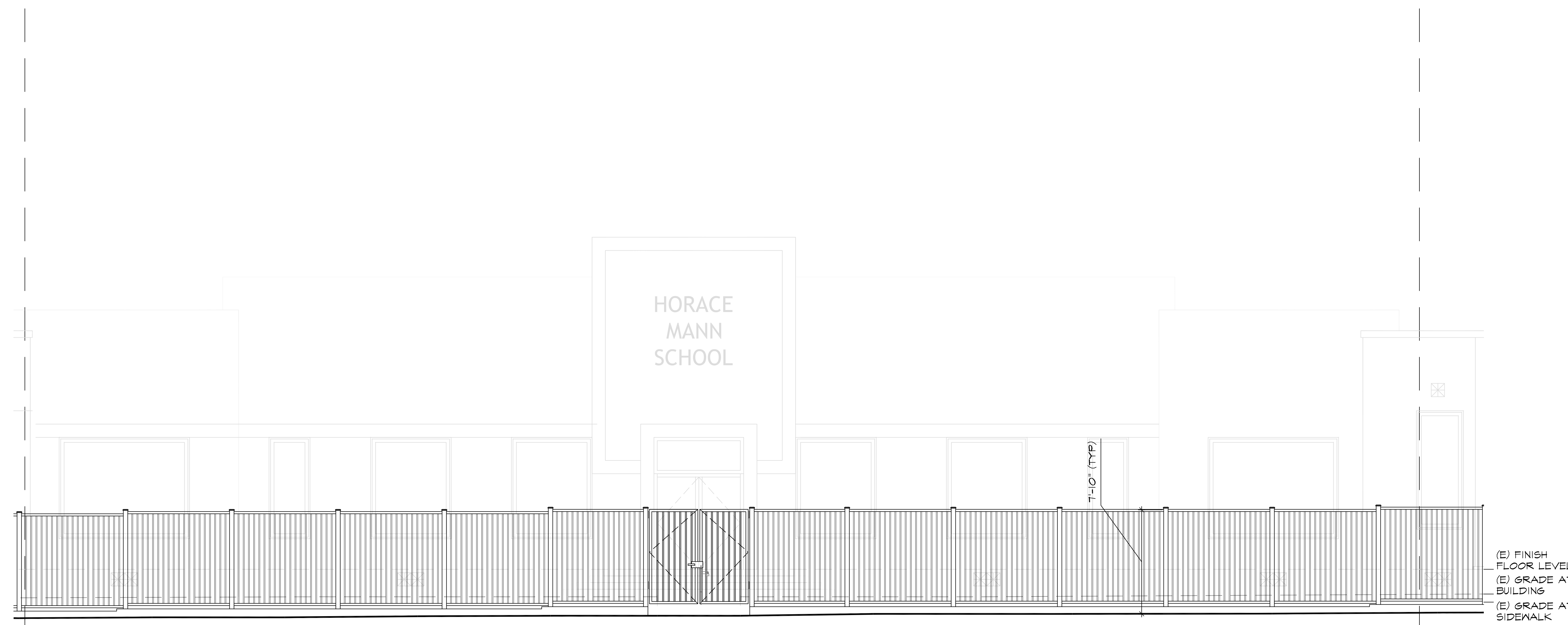
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|-----------|--------|
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SHEET TITLE:
**ELEV.
SECTION
3**

PROJECT NO.:
24268.00-32-MB

SHEET NO.:
A-202

RELEASE:
DATE:



(E) FINISH FLOOR LEVEL
(E) GRADE AT BUILDING
(E) GRADE AT SIDEWALK

MATCH LINE


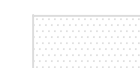


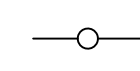

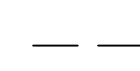
MATCH LINE

FENCING ELEVATION

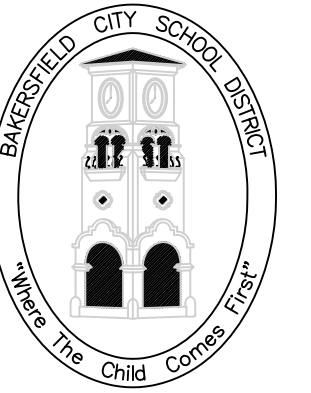
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SCALE: 1/4"=1'-0" (IN FEET)
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LEGEND:

| | | |
|---|--|--|
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|  (N) CONCRETE |  (N) IRON FENCING | |
|  (N) CONC. WALKWAY |  (E) IRON FENCING | |

APPROVAL STAMP



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FACILITIES**
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FAX: (661) 864-9826

PROJECT:
**SECURITY
FENCING**

DRAWINGS FOR:
HORACE MANN ES
2710 NILES STREET
BAKERSFIELD, CA 93306

REV. NO.:

TITLE:

1

SHEET TITLE:

**ELEV.
SECTION
4**

PROJECT NO.:

24268.00-32-MB

SHEET NO.:

A-203

RELEASE:

DATE:

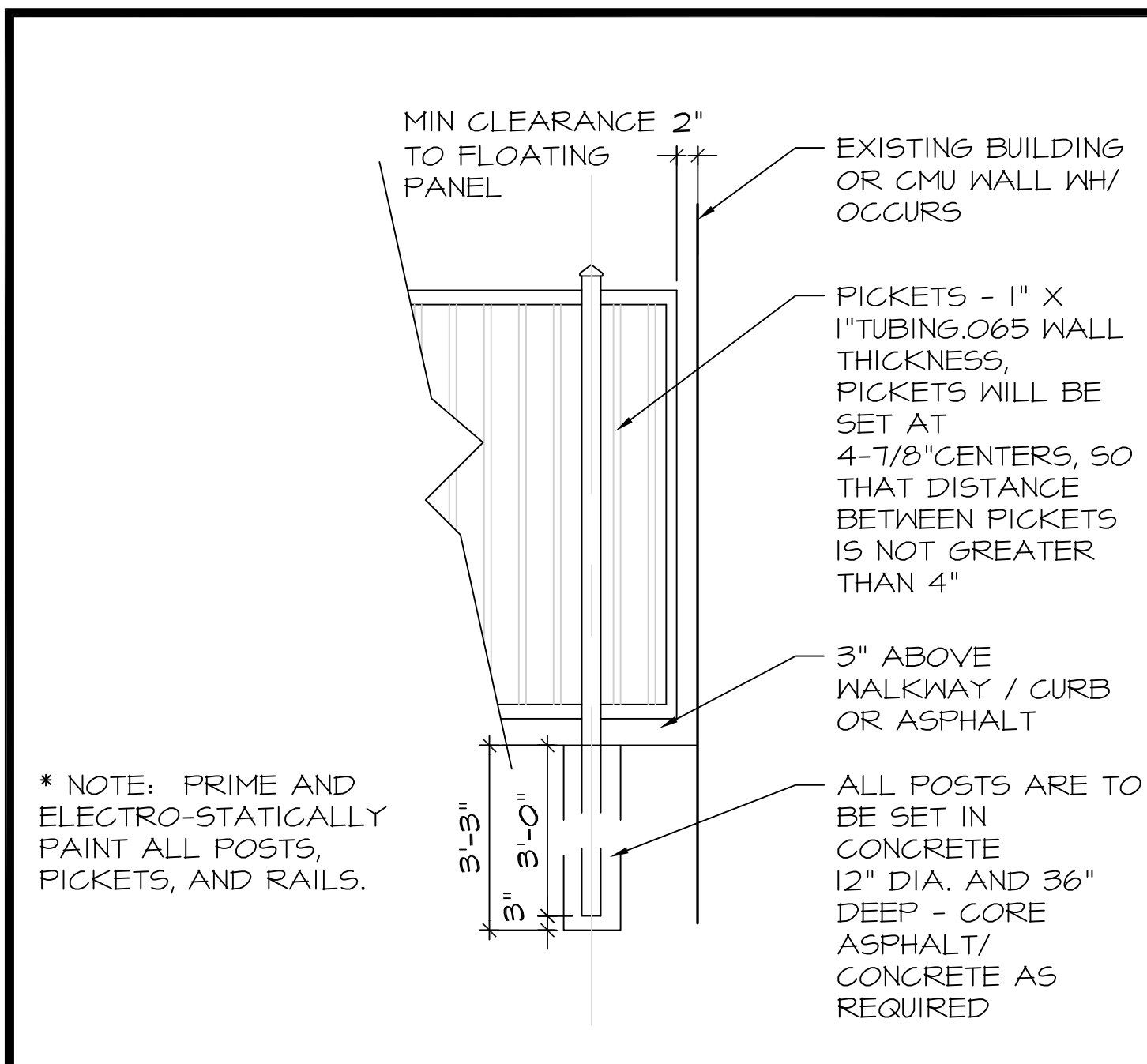


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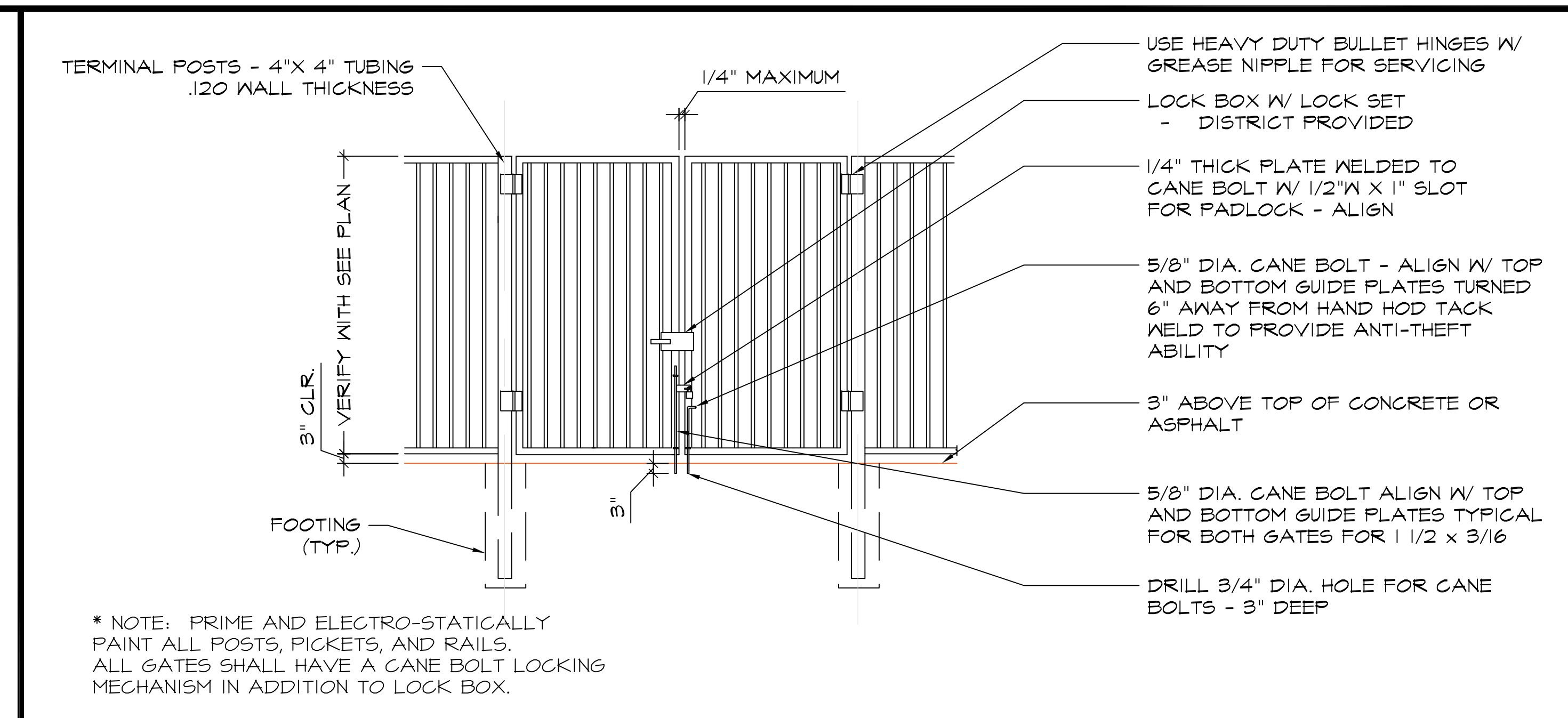
FENCING ELEVATION

1
A-203

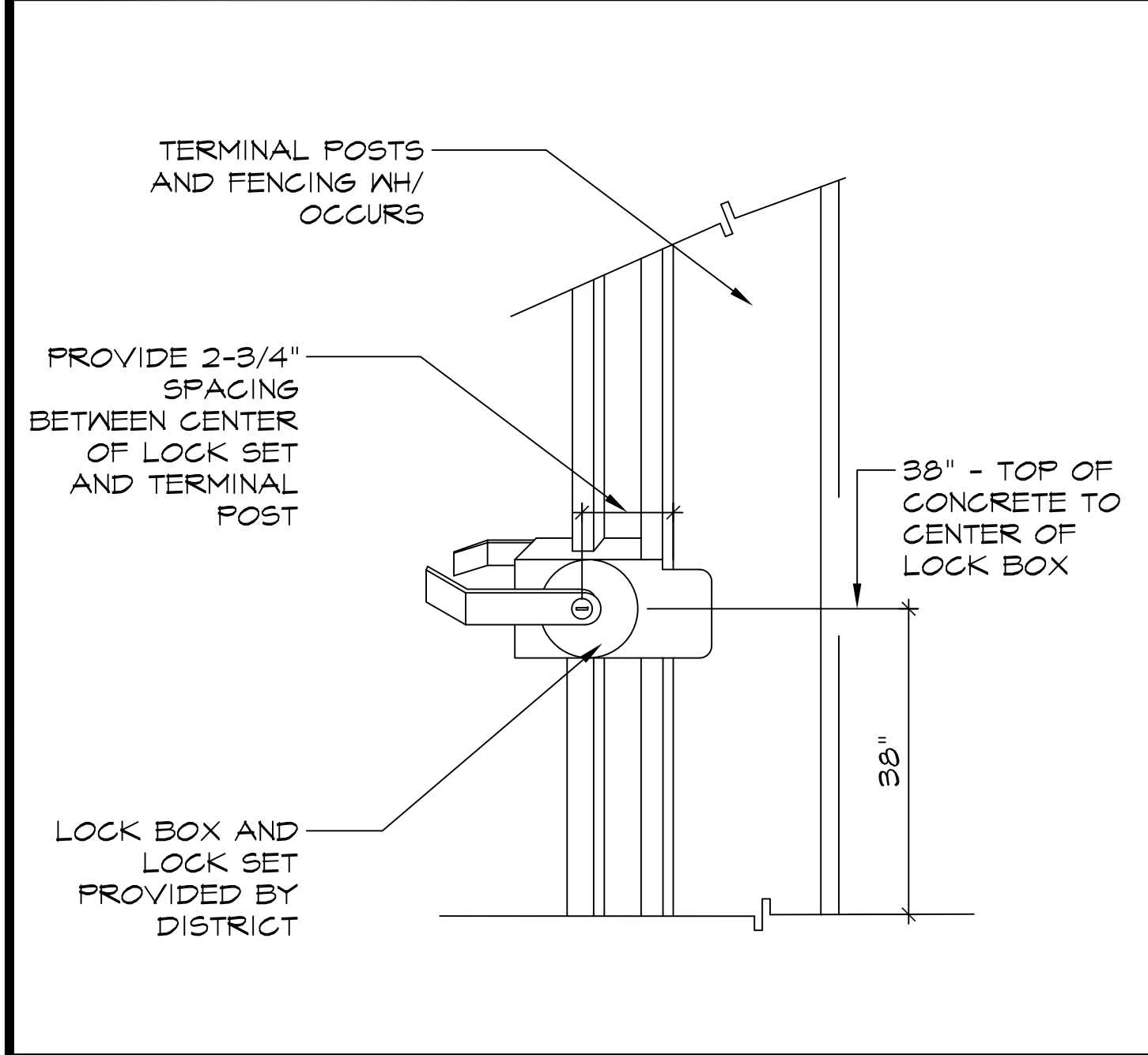
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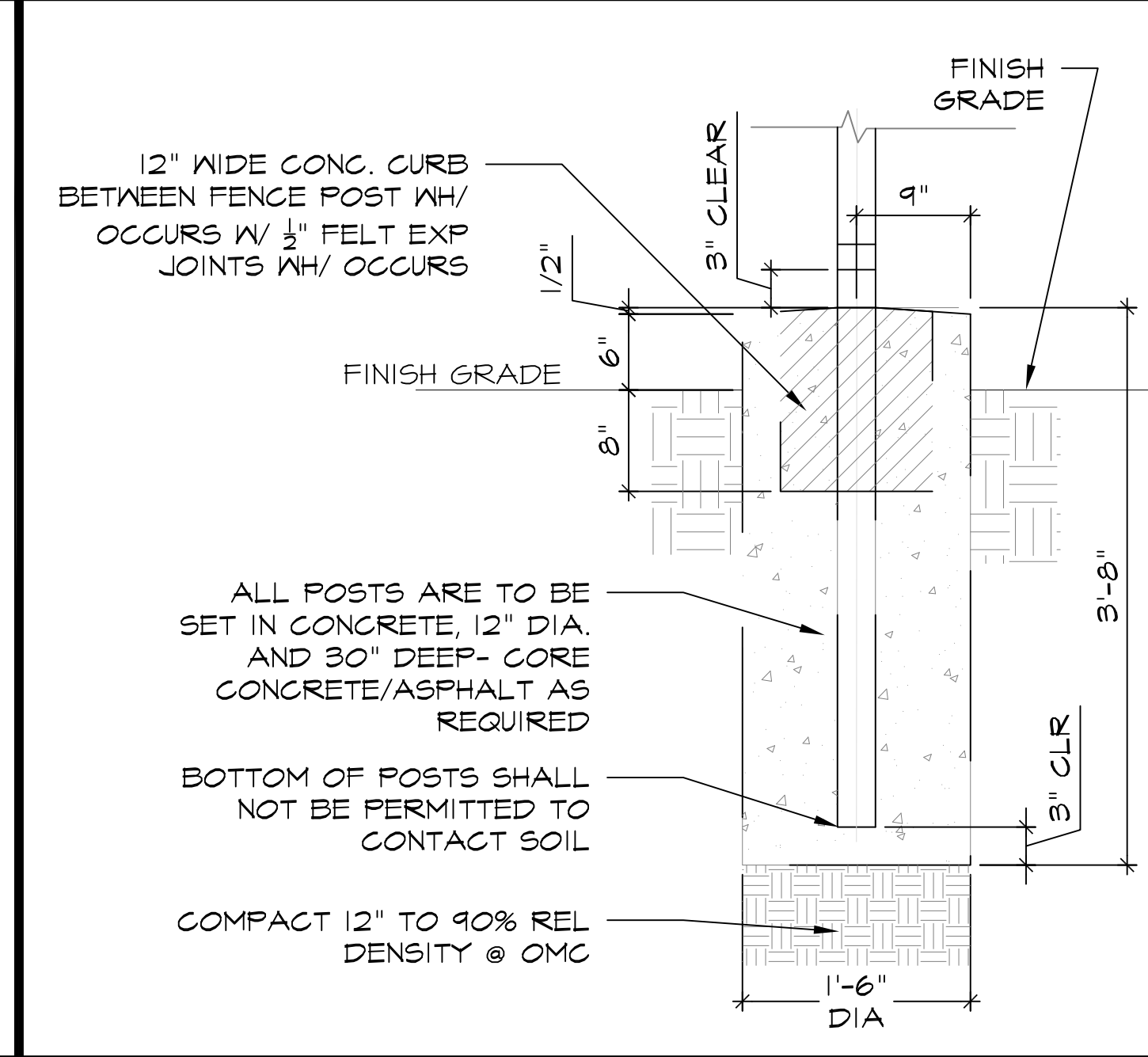
1 FLOATING PANEL 3/8" = 1'-0"



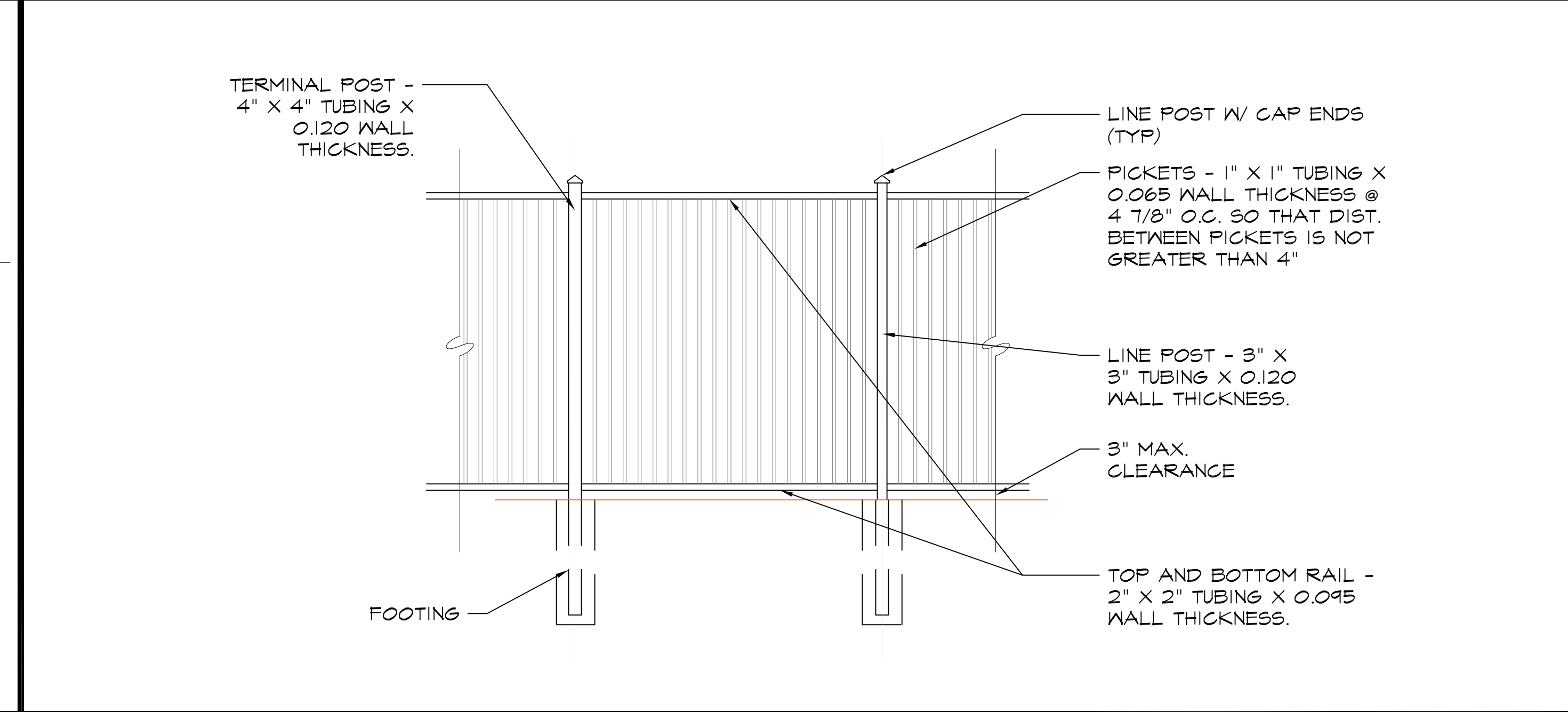
2 DOUBLE GATE DETAIL 3/8" = 1'-0"



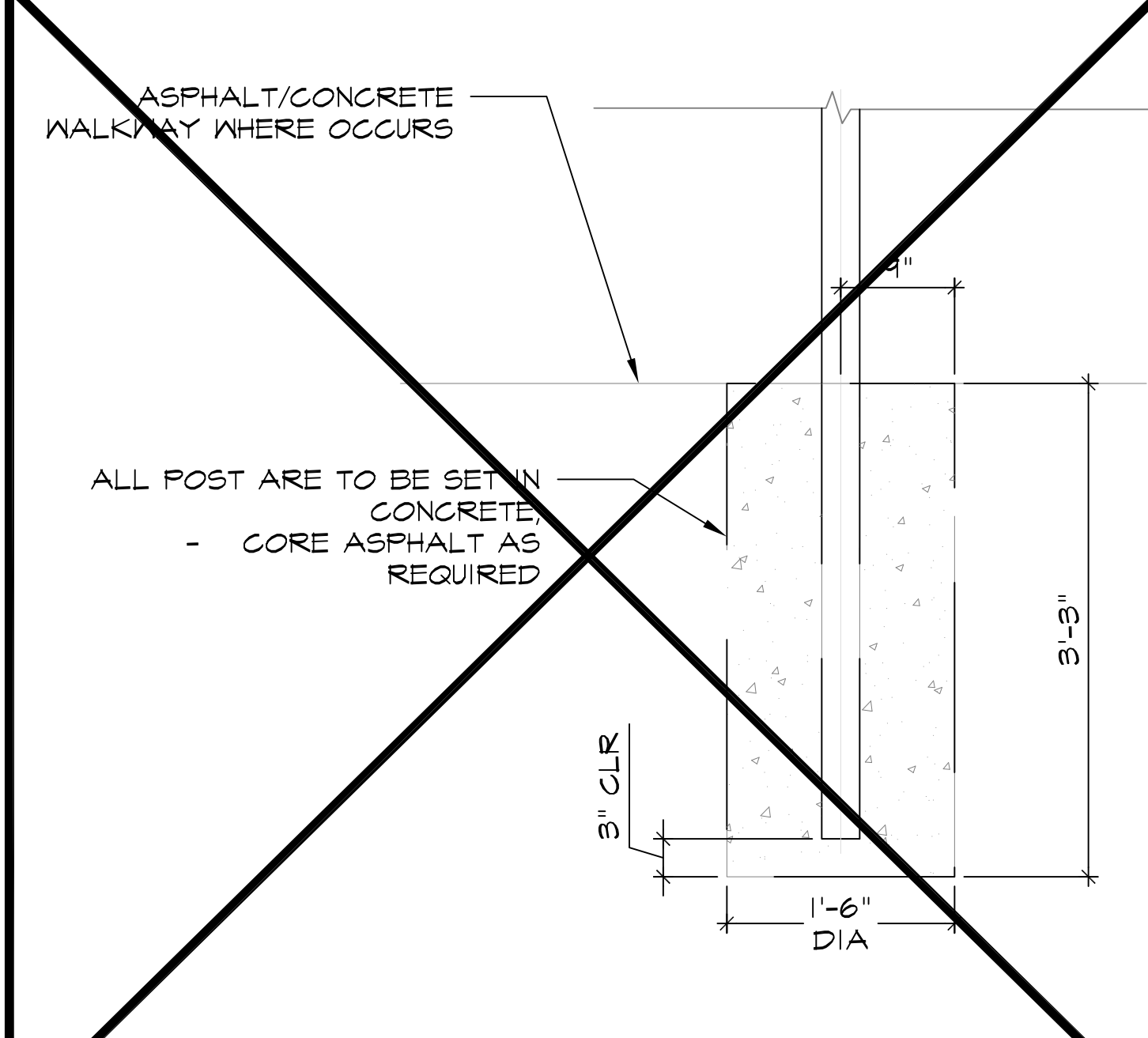
3 TYP. LOCK-BOX DETAIL 1/2" = 1'-0"



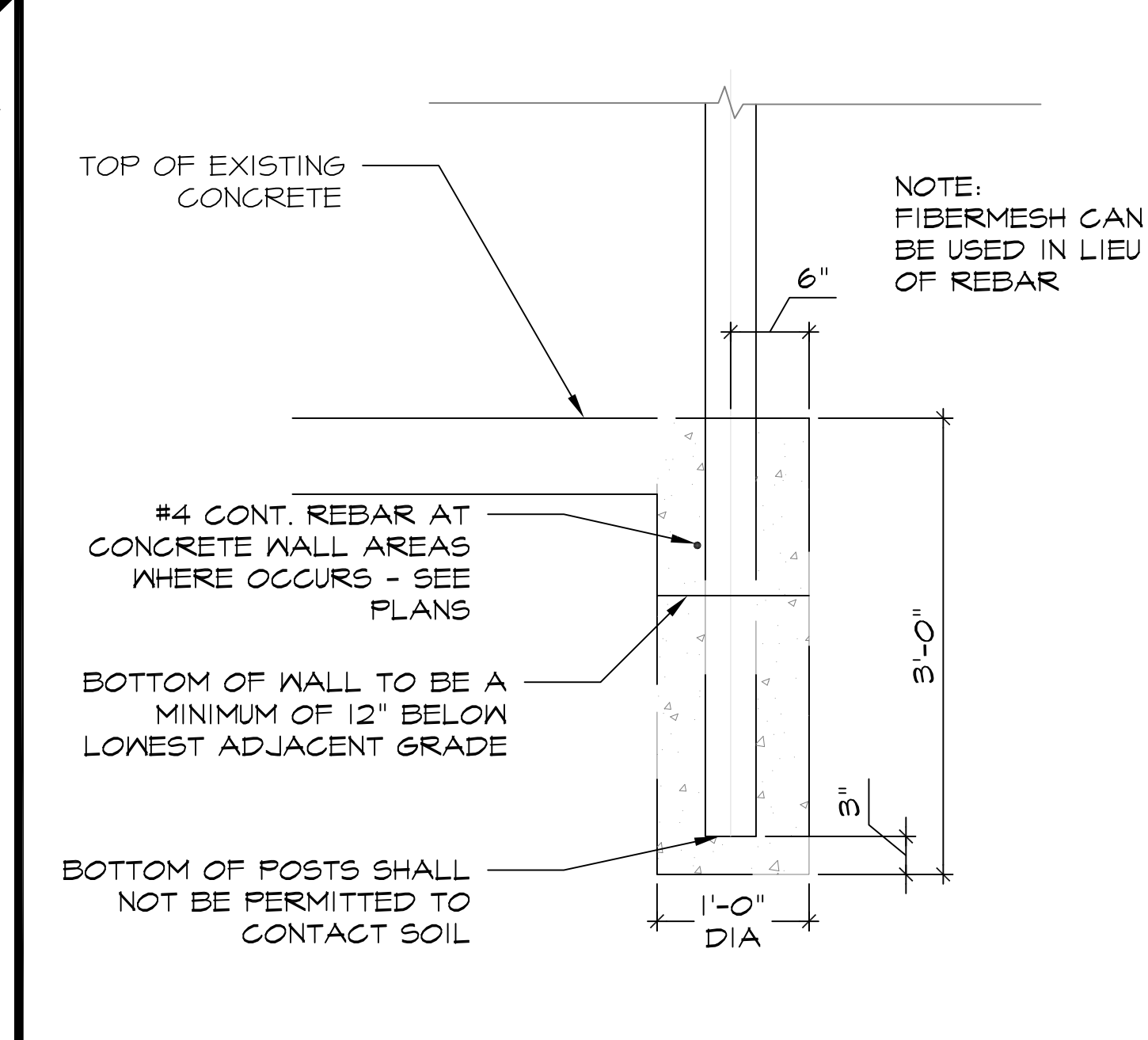
4 FLOATING PANEL 1" = 1'-0"



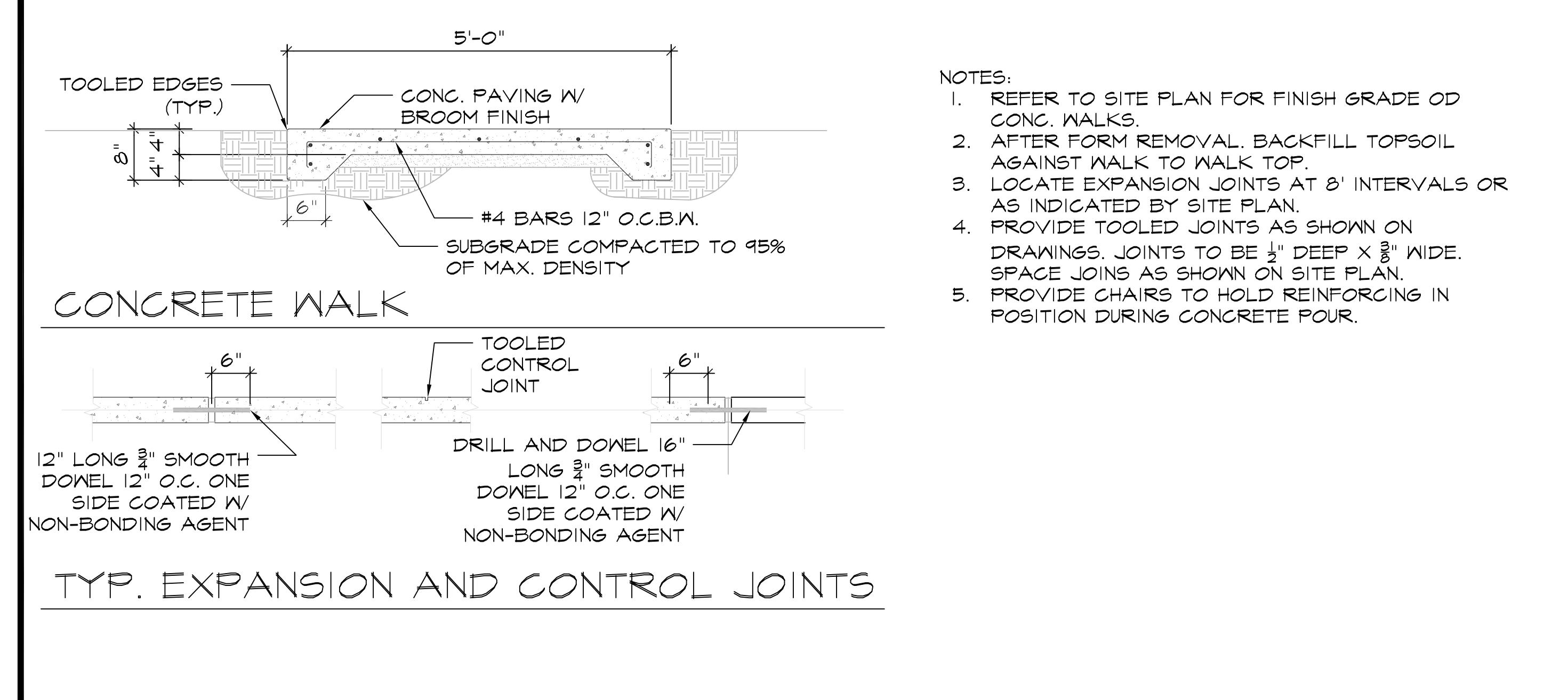
5 7'-10" HIGH FENCE PANEL 3/8" = 1'-0"



6 FOOTING DETAIL 1" = 1'-0"



7 GATE FOOTING DETAIL 1" = 1'-0"



8 CONCRETE WALK 3/4" = 1'-0"

APPROVAL STAMP

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Ph. 661.831.4600
Fax. 661.326.1485

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MAINTENANCE, OPERATIONS & FACILITIES

1801 PELIZ DRIVE
BAKERSFIELD, CA 93307
PHONE: (661) 681-2805
FAX: (661) 684-9156

PROJECT:
SECURITY FENCING

DRAWINGS FOR:
HORACE MANN ES
2710 NILES STREET
BAKERSFIELD, CA 93306

| REV. NO.: | TITLE: |
|-----------|--------|
| 1 | |

SHEET TITLE:
DETAILS

PROJECT NO.:

24268.00-32-MB

SHEET NO.:

A-300

RELEASE:

DATE:

Concrete & Ornamental Fencing at Horace Mann-Niles Street

(All Bid Packages) General Scope of Work

Workmanship and Labor:

- All finishes shall be applied as level as possible and free from high and low spots, excessive exposed aggregate stretch marks, voids, ghosting and other defects. All work shall be under the direction of a competent supervisor.
- Summer working hours shall be 6:00 a.m. to 2:30 p.m. or on an agreed upon time between the contractor and the district.

Protection:

- The Contractor shall always take all precautions to avoid damage to structures around the work area. The Contractor shall be responsible for, and liable for, all damage or ill effects caused by a lack of adequate protection against the hazards associated with their work. The Contractor shall carry adequate insurance and he shall protect the district from all liens or damages arising from or caused by his work.

Disposal:

- The Contractor shall thoroughly clean the work as it progresses. After completion of work, the Contractor shall remove all debris resulting from this work and shall remove all splatters or spills from other surfaces adjacent to the work. The buildings and the site premises shall be left in a condition that is acceptable to the district.

Guarantee:

- In addition to the guarantees required elsewhere, the Contractor shall guarantee the work for one (1) year. All special guarantees required by this specification shall be in writing and in the form required, and delivered to the Supervisor of Maintenance before final payment is made to the contractor.

Scheduling:

- Construction schedule provided by BCSD.

Special Considerations:

- The Contractor shall be responsible for all quantities and measurements.

General Information

Plans Dated 4/24/2024.

Sheets:

- A-100 Site Plan
- A-101 Bldg. A (Demo Section 1)
- A-102 Bldg. D (Demo Section 2)
- A-103 Bldg. E (Demo Section 3)
- A-104 Bldg. F (Demo Section 4)
- A-111 Bldg. F (N) Fence Section 1)
- A-112 Details (N) Fence Section 2)
- A-113 Details (N) Fence Section 3)
- A-114 Details (N) Fence Section 4)
- A-200 Details (Elevation Section 1)
- A-201 Details (Elevation Section 2)
- A-202 Details (Elevation Section 3)
- A-203 Details (Elevation Section 4)
- A-300 Details

Concrete Information Bid Package (01 Concrete)

- Demo and removal of all concrete & asphalt by others prior to the start of construction.
- See project schedule Attachment A.
- Install new concrete curb per the plans and notes.
- Foundation compaction by Bid Package 01.
- Detail #4 Shows a 12" wide curb, the curb is to be 1'-6" wide for the entire length of the fence.
- Coordinate concrete work with Bid Package 02

Ornamental Fencing Information Bid Package (02 Ornamental Fencing)

- Install new ornamental fencing and hardware per the plans and notes.
- Painting to be by Bid Package 02, painting specifications to be provided in an addendum.
- See project schedule Attachment A.
- Coordinate fencing with Bid Package 01.

DOCUMENT 00 01 20

LIST OF SCHEDULES

SCHEDULES

1. Refer to attached Horace Mann Elementary Fencing and Concrete Project – Schedule dated 4/29/24.

END OF DOCUMENT

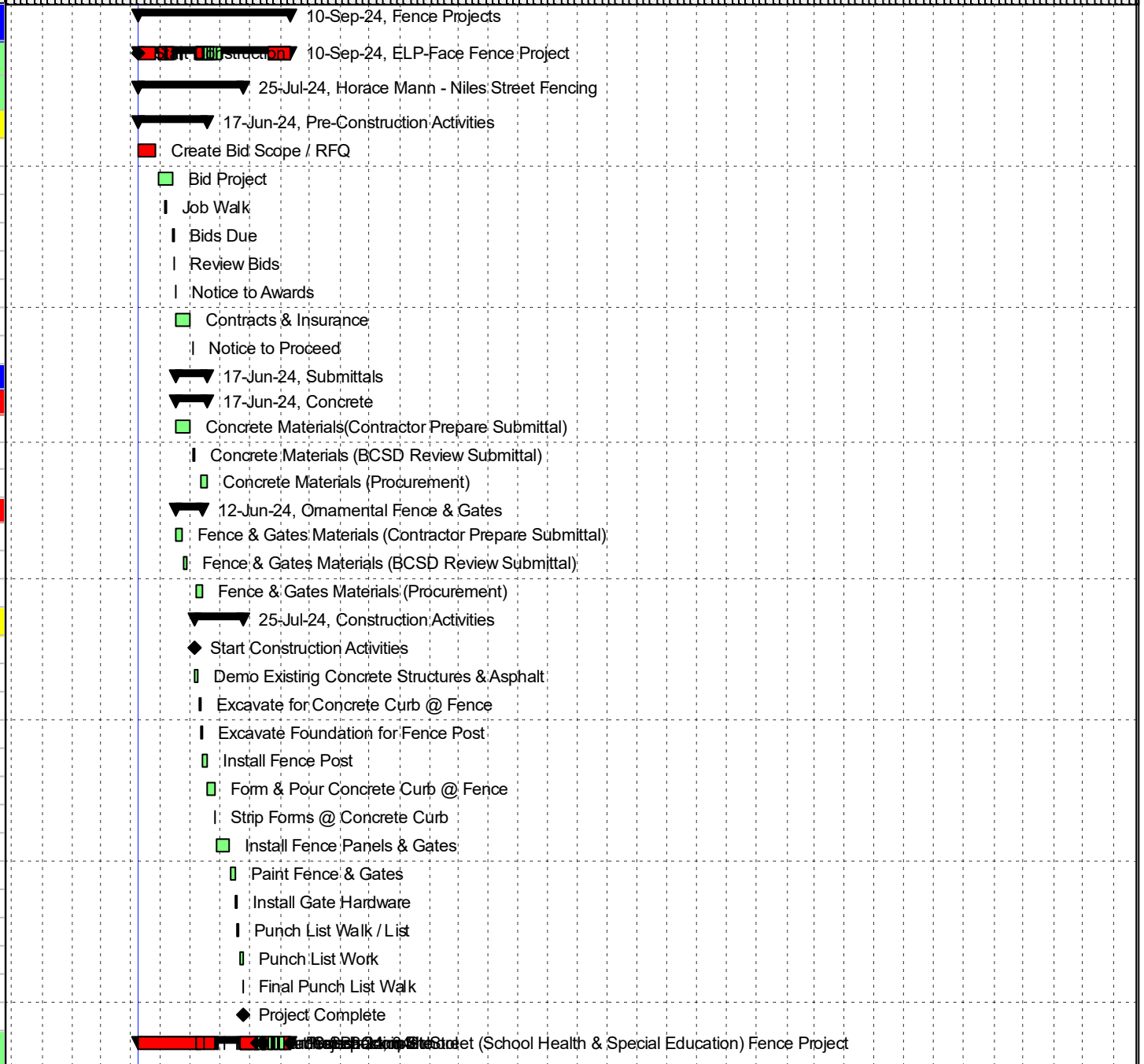
**Bakersfield City School District
Fence Projects Summer 2024**



Bakersfield City School District

| Activity ID | Act. Assignment | Activity Name | Original Duration | Start | Finish | D | J | F | M | A | M | J | J | A | S | O | N | D | J | F | M | A | M | J | J | A | S | O | N | D | J | F | M | A | M | J | J | A | S | O | N | D | J |
|-------------|-----------------|---------------|-------------------|-------|--------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
|-------------|-----------------|---------------|-------------------|-------|--------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|

| Fence Projects | | | 112 | 08-Apr-24 | 10-Sep-24 |
|--|-------------|--|-----|------------|-----------|
| ELP-Face Fence Project | | | 112 | 08-Apr-24 | 10-Sep-24 |
| Horace Mann - Niles Street Fencing | | | 79 | 08-Apr-24 | 25-Jul-24 |
| Pre-Construction Activities | | | 51 | 08-Apr-24 | 17-Jun-24 |
| HMPC-1000 | BCSD | Create Bid Scope / RFQ | 15 | 08-Apr-24* | 26-Apr-24 |
| HMPC-1020 | Contractors | Bid Project | 11 | 29-Apr-24 | 13-May-24 |
| HMPC-1080 | Contractors | Job Walk | 1 | 06-May-24 | 06-May-24 |
| HMPC-1030 | Contractors | Bids Due | 1 | 14-May-24 | 14-May-24 |
| HMPC-1040 | BCSD | Review Bids | 1 | 15-May-24 | 15-May-24 |
| HMPC-1050 | General | Notice to Awards | 1 | 16-May-24 | 16-May-24 |
| HMPC-1060 | Contractors | Contracts & Insurance | 10 | 17-May-24 | 31-May-24 |
| HMPC-1070 | BCSD | Notice to Proceed | 1 | 03-Jun-24 | 03-Jun-24 |
| Submittals | | | 21 | 17-May-24 | 17-Jun-24 |
| Concrete | | | 21 | 17-May-24 | 17-Jun-24 |
| HMC-1000 | Bid Pack 01 | Concrete Materials(Contractor Prepare Submittal) | 10 | 17-May-24 | 31-May-24 |
| HMC-1010 | BCSD | Concrete Materials (BCSD Review Submittal) | 2 | 03-Jun-24 | 04-Jun-24 |
| HMC-1020 | Bid Pack 01 | Concrete Materials (Procurement) | 5 | 11-Jun-24 | 17-Jun-24 |
| Ornamental Fence & Gates | | | 18 | 17-May-24 | 12-Jun-24 |
| HMOF-1000 | Bid Pack 02 | Fence & Gates Materials (Contractor Prepare Submittal) | 5 | 17-May-24 | 23-May-24 |
| HMOF-1010 | BCSD | Fence & Gates Materials (BCSD Review Submittal) | 2 | 24-May-24 | 28-May-24 |
| HMOF-1020 | Bid Pack 02 | Fence & Gates Materials (Procurement) | 5 | 06-Jun-24 | 12-Jun-24 |
| Construction Activities | | | 38 | 04-Jun-24 | 25-Jul-24 |
| HMCA-1000 | General | Start Construction Activities | 0 | 04-Jun-24 | |
| HMCA-1010 | Contractors | Demo Existing Concrete Structures & Asphalt | 4 | 04-Jun-24 | 07-Jun-24 |
| HMCA-1020 | Bid Pack 01 | Excavate for Concrete Curb @ Fence | 2 | 10-Jun-24 | 11-Jun-24 |
| HMCA-1030 | Bid Pack 02 | Excavate Foundation for Fence Post | 1 | 12-Jun-24 | 12-Jun-24 |
| HMCA-1040 | Bid Pack 02 | Install Fence Post | 3 | 13-Jun-24 | 17-Jun-24 |
| HMCA-1050 | Bid Pack 01 | Form & Pour Concrete Curb @ Fence | 6 | 18-Jun-24 | 25-Jun-24 |
| HMCA-1060 | Bid Pack 01 | Strip Forms @ Concrete Curb | 1 | 26-Jun-24 | 26-Jun-24 |
| HMCA-1070 | Bid Pack 02 | Install Fence Panels & Gates | 10 | 27-Jun-24 | 10-Jul-24 |
| HMCA-1080 | Bid Pack 02 | Paint Fence & Gates | 4 | 11-Jul-24 | 16-Jul-24 |
| HMCA-1090 | Bid Pack 02 | Install Gate Hardware | 1 | 17-Jul-24 | 17-Jul-24 |
| HMCA-1100 | BCSD | Punch List Walk / List | 2 | 18-Jul-24 | 19-Jul-24 |
| HMCA-1110 | Contractors | Punch List Work | 3 | 22-Jul-24 | 24-Jul-24 |
| HMCA-1111 | BCSD | Final Punch List Walk | 1 | 25-Jul-24 | 25-Jul-24 |
| HMCA-1120 | General | Project Complete | 0 | | 25-Jul-24 |
| 34th Street (School Health & Special Education) Fence Project | | | 112 | 08-Apr-24 | 10-Sep-24 |



█ Actual Work
 █ Critical Remaining Work
 Summary
█ Remaining Work
 ◆ Milestone

| | | | |
|-----------|---|---------|----------|
| Date | Revision | Checked | Approved |
| 29-Apr-24 | Horace Mann-Niles Street Fencing (Attachment A) | | |

DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4100-4114)

PROJECT: Horace Mann Elementary Fencing and Concrete Project

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license 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 who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

SITE VISIT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
IF SITE VISIT WAS MANDATORY

PROJECT: Horace Mann Elementary Fencing and Concrete Project / 24268.00-32-MB

Check option that applies:

_____ I certify that I visited the Site of the proposed Work, received the attached _____ pages of information, and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

_____ I certify that _____ (Bidder's representative) visited the Site of the proposed Work, received the attached _____ pages of information, and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Bakersfield City School District, its Architect, its Engineers, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

ATTACHMENTS:

- 1.**
- 2.**
- 3.**

END OF DOCUMENT

**NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.
[Title] [Name of Firm]

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 _____,
[Date]

at _____, _____.
[City] [State]

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: Horace Mann Elementary Fencing and Concrete Project / 24268.00-32-MB between the Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

Labor Code section 3700, in relevant part, provides:

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

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: Horace Mann Elementary Fencing and Concrete Project /
24268.00-32-MB between the Bakersfield City School District ("District") and
_____ ("Contractor" or "Bidder")
("Contract" or "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

**DISABLED VETERAN BUSINESS
ENTERPRISE PARTICIPATION CERTIFICATION**

PROJECT/CONTRACT NO.: Horace Mann Elementary Fencing and Concrete Project /
24268.00-32-MB_between the Bakersfield City School District ("District") and
_____ ("Contractor" or "Bidder")
("Contract" or "Project").

GENERAL INSTRUCTIONS

Section 17076.11 of the Education Code requires school districts using, or planning to use, funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, the lowest responsive responsible Bidder awarded the Contract must submit this document to the District with its executed Agreement, identifying the steps contractor took to solicit DVBE participation in conjunction with this Contract. **Do not submit this form with your bids.**

PART I – Method of Compliance with DVBE Participation Goals. Check the appropriate box to indicate your method of committing the contract dollar amount.

| YOUR BUSINESS ENTERPRISE IS: | AND YOU WILL | AND YOU WILL |
|---|---|---|
| A. <input type="checkbox"/> Disabled veteran owned and your forces will perform at least 3% of this Contract | Include a copy of your DVBE letter from Office of Small Business and Disabled Veterans Business Enterprise Services ("OSDS")* | Complete Part 1 of this form and the Certification |
| B. <input type="checkbox"/> Disabled veteran owned but is unable to perform 3% of this Contract with your forces | Use DVBE subcontractors /suppliers to bring the Contract participation to at least 3% | Include a copy of each DVBE's letter from OSDS (including yours, if applicable), and complete Part 1 of this form and the Certification |
| C. <input type="checkbox"/> NOT disabled veteran owned | Use DVBE subcontractors /suppliers for at least 3% of this Contract | |
| D. <input type="checkbox"/> Unable to meet the required participation goals after good faith efforts | Make good faith efforts, including contacts, advertisement and DVBE solicitation | Complete all of this form and the Certification |

* A DVBE letter from OSDS is obtained from the participating DVBE.

You must complete the following table to show the dollar amount of DVBE participation:

| | TOTAL CONTRACT PRICE |
|---|-----------------------------|
| A. Prime Bidder, if DVBE (own participation) | \$ |
| B. DVBE Subcontractor or Supplier | |
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| C. Subtotal (A & B) | |
| D. Non-DVBE | |
| E. Total Bid | |

PART II – Contacts. To identify DVBE subcontractors/suppliers for participation in your contract, you must contact each of the following categories. You should contact several DVBE organizations.

| CATEGORY | TELEPHONE NUMBER | DATE CONTACTED | PERSON CONTACTED |
|--|-------------------------|-----------------------|-------------------------|
| 1. The District, if any | | | * |
| 2. OSDS, provides assistance locating DVBEs at https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx | (916) 375-4940 | | * |
| 3. DVBE Organization (List) | | | * |
| | | | |
| | | | |

*Write "recorded message" in this column, if applicable.

PART III – Advertisement. You must advertise for DVBE participation in both a trade and focus paper. List the advertisement you place to solicit DVBE participation. Advertisements should be published at least fourteen (14) days prior to bid/proposal opening; if you cannot advertise fourteen (14) days prior, advertisements should be published as soon as possible. Advertisements must include that your firm is seeking DVBE participation, the project name and location, and your firm’s name, your contact person, and telephone number. Attach copies of advertisements to this form.

| FOCUS/TRADE PAPER NAME | CHECK ONE | | DATE OF ADVERTISEMENT |
|------------------------|-----------|-------|-----------------------|
| | TRADE | FOCUS | |
| | | | |
| | | | |

PART IV – DVBE Solicitations. List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

| IF THE DVBE..... | THEN..... | AND..... | | |
|--|--------------------------------------|--|---------------------|-------------|
| was selected to participate | Check "YES" in the "SELECTED" column | include a copy of their DVBE letter(s) from OSDS | | |
| was NOT selected to participate | Check "NO" in the "SELECTED" column | state why in the "REASON NOT SELECTED" column | | |
| did not respond to your solicitation | Check the "NO RESPONSE" column. | | | |
| DVBE CONTACTED | SELECTED | | REASON NOT SELECTED | NO RESPONSE |
| | YES | NO | | |
| | | | | |
| | | | | |
| | | | | |

A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION

I, _____, certify that I am the bidder's _____ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: Horace Mann Elementary Fencing and Concrete Project /
24268.00-32-MB between the Bakersfield City School District ("District") and
_____ ("Contractor" or "Bidder")
("Contract" or "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

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

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.

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

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

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: Horace Mann Elementary Fencing and Concrete Project /
24268.00-32-MB between the Bakersfield City School District ("District") and
_____ ("Contractor" or "Bidder")
("Contract" or "Project").

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

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

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

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

END OF DOCUMENT

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: Horace Mann Elementary Fencing and Concrete Project / 24268.00-32-MB between Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

- 1. Contractor hereby certifies that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations, ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
- 2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
- 3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
- 4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
- 5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing New Hazardous Material will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
- 6. Contractor has read and understood the document titled Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein. Contractor certifies that it is knowledgeable of, and shall comply with, all laws applicable to the Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

**CRIMINAL BACKGROUND INVESTIGATION/
FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO.: Horace Mann Elementary Fencing and Concrete Project / 24268.00-32-MB between the Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

The undersigned does hereby certify to the District that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions (check all that apply):

- Pursuant to Education Code section 45125.2(a), Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees, Subcontractors or suppliers and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2(a), Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' or suppliers' employees is:

Name: _____

Title: _____

NOTE: If Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

- Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.
- The Work on the Contract is either (i) at an unoccupied school site and no employee of Contractor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Contractor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

- The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;" and/or

- The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

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

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

[CONTINUED ON NEXT PAGE]

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

END OF DOCUMENT

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: Horace Mann Elementary Fencing and Concrete Project / 24268.00-32-MB

Date Submitted (for Updates): _____

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

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DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

NOTICE OF AWARD

Dated: _____ 20__

To: _____ (Contractor)

(Address)

From: Governing Board ("Board") of the Bakersfield City School District ("District")

Re: Horace Mann Elementary Fencing and Concrete Project , Project No. 24268.00-32-MB ("Project").

Contractor has been awarded the Contract for the above-referenced Project on _____, 20__, by action of the District's Board.

The Contract Price is _____ Dollars (\$ _____), and includes alternates _____.

Three (3) copies of each of the Contract Documents (except Drawings) accompany this Notice of Award. Three (3) sets of the Drawings will be delivered separately or otherwise made available. Additional copies are available at cost of reproduction.

You must comply with the following conditions precedent within **FOURTEEN (14)** calendar days of the date of this Notice of Award.

The Contractor shall execute and submit the following documents by 5:00 p.m. of the **FOURTEENTH (14th)** calendar day following the date of the Notice of Award.

- a. Agreement: To be executed by successful Bidder. Submit three (3) copies, each bearing an original signature.
- b. Escrow of Bid Documentation: This must include all required documentation. See the document titled Escrow Bid Documentation for more information.
- c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- d. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- e. Insurance Certificates and Endorsements as required.
- f. Workers' Compensation Certification.
- g. Prevailing Wage and Related Labor Requirements Certification.
- h. Disabled Veteran Business Enterprise Participation Certification.

- i. Drug-Free Workplace Certification.
- j. Tobacco-Free Environment Certification.
- k. Hazardous Materials Certification.
- l. Criminal Background Investigation/Fingerprinting Certification.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

BAKERSFIELD CITY SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS _____ DAY OF _____
_____, 20____, by and between the Bakersfield City School District ("District") and _____
_____ ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

Horace Mann Elementary Fencing and Concrete Project / 24268.00-32-MB

("Project" or "Contract" or "Work")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In the case of a discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Contract shall be completed **per attachment A Baseline Bid Schedule** consecutive

calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

5. **Completion - Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.
6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of One Thousand dollars (\$1,000) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in completion of the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, and such deduction does not constitute a withholding or penalty. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause, as hereinafter specified, may extend the time of completion for a reasonable time as the District may grant, provided that Contractor has complied with the claims procedure of the Contract Documents. This provision does not exclude the recovery of damages by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.
8. **Limitation Of District Liability:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

9. **Insurance and Bonds:** Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.
10. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
11. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.
12. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
13. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type **B, C-8, C-13, C-23 and/or C-51** Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
14. **Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.
15. **Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
16. **Labor Compliance Monitoring and Enforcement:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.

17. Contract Price: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

_____ **Dollars**

(\$ _____),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

18. No Representations: No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.

19. Entire Agreement: The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

20. Severability: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

21. Authority of Signatories: Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original. For this Agreement, and for all Contract Documents requiring a signature, a facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Contract binding all the Parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

[CONTRACTOR NAME]

BAKERSFIELD CITY SCHOOL DISTRICT

By: _____

By: _____

Title: _____

Title: _____

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

NOTICE TO PROCEED

Dated: _____, 20__

TO: _____
("Contractor")

ADDRESS: _____

PROJECT/CONTRACT NO.: Horace Mann Elementary Fencing and Concrete Project / 24268.00-32-MB between the Bakersfield City School District and Contractor ("Contract").

You are notified that the Contract Time under the above Contract will commence to run on _____, 20__. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement executed by Contractor, the date of completion is _____, 20__.

You must submit the following documents by 5:00 p.m. of the TENTH (10th) calendar day following the date of this Notice to Proceed:

- a. Contractor's preliminary schedule of construction.
- b. Contractor's preliminary schedule of values for all of the Work.
- c. Contractor's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals
- d. Contractor's Safety Plan specifically adapted for the Project.
- e. Registered Subcontractors List: A complete subcontractors list for all tiers, including the name, Department of Industrial Relations registration number, and portion of work.

Thank you. We look forward to a very successful Project.

BAKERSFIELD CITY SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

PERFORMANCE BOND
(100% of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Bakersfield City School District, ("District") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Horace Mann Elementary Fencing and Concrete Project / 24268.00-32-MB

("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

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

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of

_____ Dollars (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration

thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the Architect. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

| | |
|-----------|---|
| _____ | _____ |
| Principal | Surety |
| _____ | _____ |
| By | By |
| | _____ |
| | Name of California Agent of Surety |
| | _____ |
| | Address of California Agent of Surety |
| | _____ |
| | Telephone No. of California Agent of Surety |

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

END OF DOCUMENT

PAYMENT BOND
Contractor's Labor & Material Bond
(100% Of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Bakersfield City School District, ("District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Horace Mann Elementary Fencing and Concrete Project / 24268.00-32-MB

("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$_____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

| | |
|-----------|---|
| _____ | _____ |
| Principal | Surety |
| _____ | _____ |
| By | By |
| | _____ |
| | Name of California Agent of Surety |
| | _____ |
| | Address of California Agent of Surety |
| | _____ |
| | Telephone No. of California Agent of Surety |

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

END OF DOCUMENT

PROPOSED CHANGE ORDER FORM

Bakersfield City School District
 1501 Feliz Drive
 Bakersfield, CA 93307

| |
|-----------------|
| PCO NO.: |
| |

Project: Horace Mann Elementary Fencing and Concrete Project
Bid No.: 24268.00-32-MB
RFI #: _____

Date: _____
DSA File No.: _____
DSA Appl. No.: _____

Contractor hereby submits for District’s review and evaluation this Proposed Change Order (“PCO”), submitted in accordance with and subject to the terms of the Contract Documents, including Sections 17.7 and 17.8 of the General Conditions. Any spaces left blank below are deemed no change to cost or time.

Contractor understands and acknowledges that documentation supporting Contractor’s PCO must be attached and included for District review and evaluation. Contractor further understands and acknowledges that failure to include documentation sufficient to, in District’s discretion, support some or all of the PCO, shall result in a rejected PCO.

| | <u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u> | <u>ADD</u> | <u>DEDUCT</u> |
|-----|--|----------------------------|----------------------|
| (a) | <u>Material</u> (attach suppliers’ invoice or itemized quantity and unit cost plus sales tax) | | |
| (b) | <u>Add Labor</u> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.) | | |
| (c) | <u>Add Equipment</u> (attach suppliers’ invoice) | | |
| (d) | <u>Subtotal</u> | | |
| (e) | <u>Add overhead and profit for any and all tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d) | | |
| (f) | <u>Subtotal</u> | | |
| (g) | <u>Add General Conditions</u> (if Time is Compensable) (attach supporting documentation) | | |
| (h) | <u>Subtotal</u> | | |
| (i) | <u>Add Overhead and Profit for Contractor</u> , not to exceed five percent (5%) of Item (h) | | |
| (j) | <u>Subtotal</u> | | |
| (k) | <u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (j) | | |
| (l) | <u>TOTAL</u> | | |
| (m) | <u>Time</u> (zero unless indicated; “TBD” not permitted) | _____ Calendar Days | |

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

| | WORK PERFORMED BY CONTRACTOR | ADD | DEDUCT |
|-----|---|----------------------------|---------------|
| (a) | Material (attach itemized quantity and unit cost plus sales tax) | | |
| (b) | Add Labor (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.) | | |
| (c) | Add Equipment (attach suppliers' invoice) | | |
| (d) | Add General Conditions (if Time is Compensable) (attach supporting documentation) | | |
| (e) | Subtotal | | |
| (f) | Add Overhead and Profit for Contractor , not to exceed fifteen percent (15%) of Item (e) | | |
| (g) | Subtotal | | |
| (h) | Add Bond and Insurance , not to exceed two percent (2%) of Item (g) | | |
| (i) | TOTAL | | |
| (j) | Time (zero unless indicated; "TBD" not permitted) | _____ Calendar Days | |

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

SUBMITTED BY:

Contractor:

[Name]

Date

END OF DOCUMENT

CHANGE ORDER FORM

Bakersfield City School District
 1501 Feliz Drive
 Bakersfield, CA 93307

| |
|--------------------------|
| CHANGE ORDER NO.: |
| |

CHANGE ORDER

Project: Horace Mann Elementary Fencing and Concrete Project
Bid No.: 24268.00-32-MB

Date: _____
DSA File No.: _____
DSA Appl. No.: _____

The following parties agree to the terms of this Change Order:

Owner: _____
 [Name / Address]

Contractor: _____
 [Name / Address]

Architect: _____
 [Name / Address]

Project Inspector: _____
 [Name / Address]

| Reference | Description | Cost | Days Ext. |
|--|---|--|-----------|
| PCO # Requested by: Performed by: Reason: | [Description of change] [Requester] [Performer] [Reason] | \$ | |
| PCO # Requested by: Performed by: Reason: | [Description of change] [Requester] [Performer] [Reason] | \$ | |
| PCO # Requested by: Performed by: Reason: | [Description of change] [Requester] [Performer] [Reason] | \$ | |
| Contract time will be adjusted as follows: Previous Completion Date: _____ [Date] _____ [#] Calendar Days Extension (zero unless otherwise indicated) Current Completion Date: _____ [Date] | | Original Contract Amount: | \$ |
| | | Amount of Previously Approved Change Order(s): | \$ |
| | | Amount of this Change Order: | \$ |
| | | Contract Amount: | \$ |

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS ("Agreement and Release") IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 20__ by and between the BAKERSFIELD CITY SCHOOL DISTRICT ("District") and _____ ("Contractor"), whose place of business is _____.

RECITALS

WHEREAS, District and Contractor entered into PROJECT/CONTRACT NO.: Horace Mann Elementary Fencing and Concrete Project / 24268.00-32-MB ("Contract" or "Project") in the County of Kern, California; and

WHEREAS, the Work under the Contract was completed on _____, and a Notice of Completion was recorded with the County Recorder on _____.

NOW, THEREFORE, it is mutually agreed between District and Contractor as follows:

AGREEMENT AND RELEASE

1. Contractor will only be assessed liquidated damages as detailed below:

- Original Contract Sum \$ _____
- Modified Contract Sum \$ _____
- Payment to Date \$ _____
- Liquidated Damages \$ _____
- Payment Due Contractor \$ _____

2. Subject to the provisions hereof, District shall forthwith pay to Contractor the undisputed sum of _____ Dollars (\$ _____) under the Contract, less any amounts represented by any notice to withhold funds on file with District as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Paragraph 4 and continuing obligations described in Paragraph 6. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against District and all of its respective agents, employees, trustees, inspectors, assignees, consultants and transferees, except for any Disputed Claim that may be set forth in Paragraph 4 and the continuing obligations described in Paragraph 6 hereof.

4. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

| <u>Claim No.</u> | <u>Description of Claim</u> | <u>Amount of Claim</u> | <u>Date Claim Submitted</u> |
|------------------|-----------------------------|------------------------|-----------------------------|
| _____ | _____ | \$ _____ | _____ |
| _____ | _____ | \$ _____ | _____ |
| _____ | _____ | \$ _____ | _____ |
| _____ | _____ | \$ _____ | _____ |
| _____ | _____ | \$ _____ | _____ |
| _____ | _____ | \$ _____ | _____ |

[If further space is required, attach additional sheets showing the required information.]

5. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2 hereof, Contractor hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, including without limitation, the duty to defend, indemnify and hold harmless the District, shall remain in full force and effect as specified in the Contract Documents.
7. Contractor hereby waives the provisions of California Civil Code section 1542 which provides as follows:
- A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.
8. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

9. All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

* * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * *

BAKERSFIELD CITY SCHOOL DISTRICT

Signature: _____

Print Name: _____

Title: _____

CONTRACTOR: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

GUARANTEE FORM

_____ ("Contractor") hereby agrees that the _____
_____ ("Work" of Contractor) which Contractor has installed for the Bakersfield City
School District ("District") for the following project:

PROJECT: Horace Mann Elementary Fencing and Concrete Project / 24268.00-32-MB

("Project" or "Contract") has been performed in accordance with the requirements of the
Contract Documents and that the Work as installed will fulfill the requirements of the
Contract Documents.

The undersigned agrees to repair or replace any or all of such Work that may prove to be
defective in workmanship or material together with any other adjacent Work that may be
displaced in connection with such replacement within a period of one year from the date of
completion as defined in Public Contract Code section 7107, subdivision (c), ordinary wear
and tear and unusual abuse or neglect excepted. The date of completion is
_____, 20__.

In the event of the undersigned's failure to comply with the above-mentioned conditions
within a reasonable period of time, as determined by the District, but not later than seven
(7) days after being notified in writing by the District, the undersigned authorizes the
District to proceed to have said defects repaired and made good at the expense of the
undersigned. The undersigned shall pay the costs and charges therefor upon demand.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Representatives to be contacted for service subject to terms of Contract:

Name: _____

Address: _____

Phone No.: _____

Email: _____

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