

# San Dieguito Union High School District

Maribel Suarez, Director of Purchasing

Purchasing Department

**BID NO. B2026-09**

## **Canyon Crest Academy Learning Commons Flooring**

**ADDENDUM No. 1**

### **I. REQUEST FOR INFORMATION:**

1. Question: Please confirm that the drawing entitled Option 1 is the color layout for Area B for the Base bid.

**Answer:** Yes it is

2. Please confirm that the Allowance Value of \$15,000.00 and the Contingency of up to 5% are not to be included within the Base Bid.

**Answer:** No it is not included in the Base Bid.

4. Who will be responsible for the removing and replacing of any furniture and electronics?

**Answer:** The district will be responsible for removing the furniture and electronics.

5. What is the existing flooring in Areas A through K?

**Answer:** Existing flooring in all areas except for "C".

Area "C" is carpet half carpet & Vinyl

### **I. REVISIONS:**

1. Bid document Quick Reference page & Special Conditions Section A completion date revision. See attached documents.

2. Drawings Attached

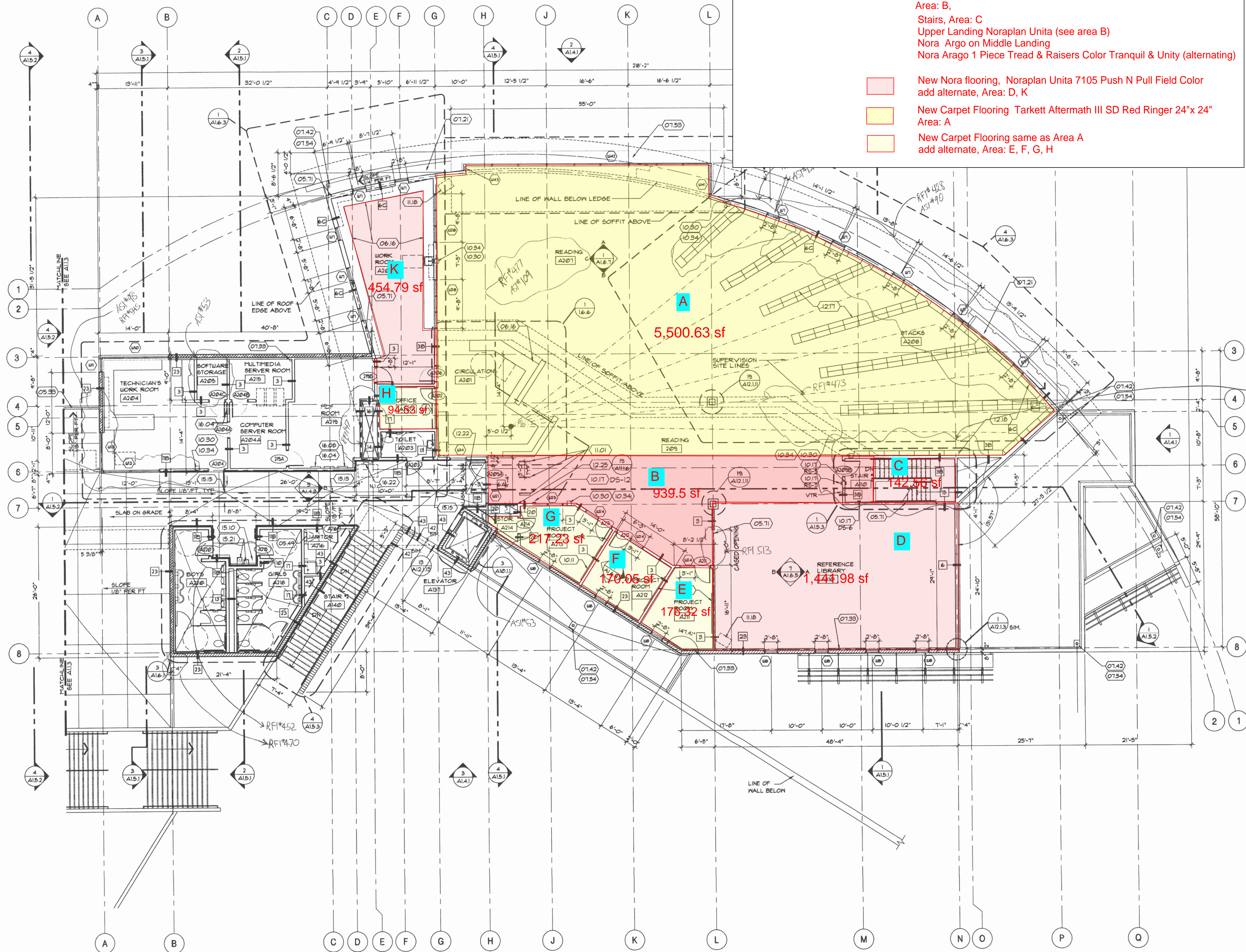
**END OF ADDENDUM 1**

ADDENDUM No. 1

Legend

New Nora flooring As per attached layout  
 Noraplan Unit 7105 Push N Pull Field Color  
 Noraplan Unit 7116 Fire N Ice Accent color  
 Noraplan Unit 7120 Night N Day Accent Color  
 Area: B,  
 Stairs, Area: C  
 Upper Landing Noraplan Unit (see area B)  
 Nora Argo on Middle Landing  
 Nora Arago 1 Piece Tread & Raisers Color Tranquil & Unity (alternating)

New Nora flooring, Noraplan Unit 7105 Push N Pull Field Color  
 add alternate, Area: D, K  
 New Carpet Flooring Tarkett Aftermath III SD Red Ringer 24"x 24"  
 Area: A  
 New Carpet Flooring same as Area A  
 add alternate, Area: E, F, G, H

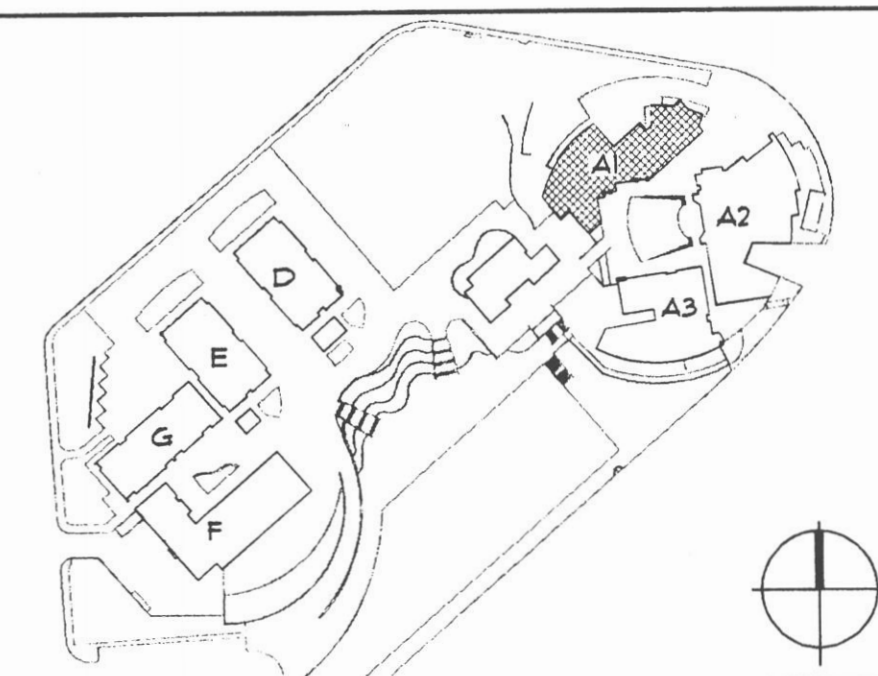


BLDG. "A" EAST - RESOURCE CENTER - SECOND FLOOR PLAN  
SCALE: 1/8" = 1'-0"

WALL LEGEND

- NON-RATED WALL
- ONE-HR. RATED PARTITION
- ONE-HR. RATED OCCUPANCY SEPARATION
- TWO-HR. RATED AREA SEPARATION WALL
- CMU WALL (PROVIDES MIN. 1 HR. RATING)
- CAST IN PLACE CONC. WALL (PROVIDES RATINGS FROM 1 HR. TO 4 HRS.)
- FOUR-HR. RATED CMU WALL

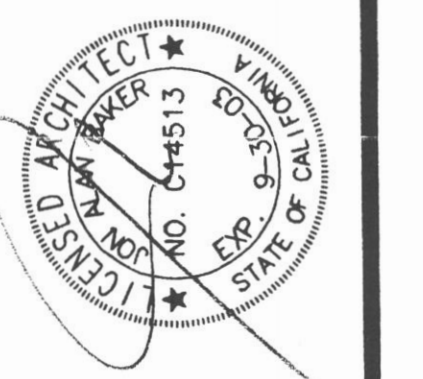
KEY PLAN



STATE APPROVALS

IDENTIFICATION STAMP  
 DIV. OF THE STATE ARCHITECT  
 OFFICE OF REGULATION SERVICES  
**A-04-102572**  
 DATE: 07/10/09  
 REVISION: 01/06/10

07/09/09 BID SET



**NTD**  
 ARCHITECTS  
 678 Newtopia Ave, Suite 200  
 San Diego, CA 92103  
 San Diego • Austin

NEW HIGH SCHOOL in FUTURE URBANIZED AREA  
 San Diego Union High School District  
 SAN DIEGO, CALIFORNIA  
 BLDG. "A" EAST: SECOND FLOOR PLAN

DATE: 07/10/09  
 JOB NUMBER: 1044-0166  
 DRAWN BY: CB  
 CHECKED BY: TC

SHEET OF

A11.2

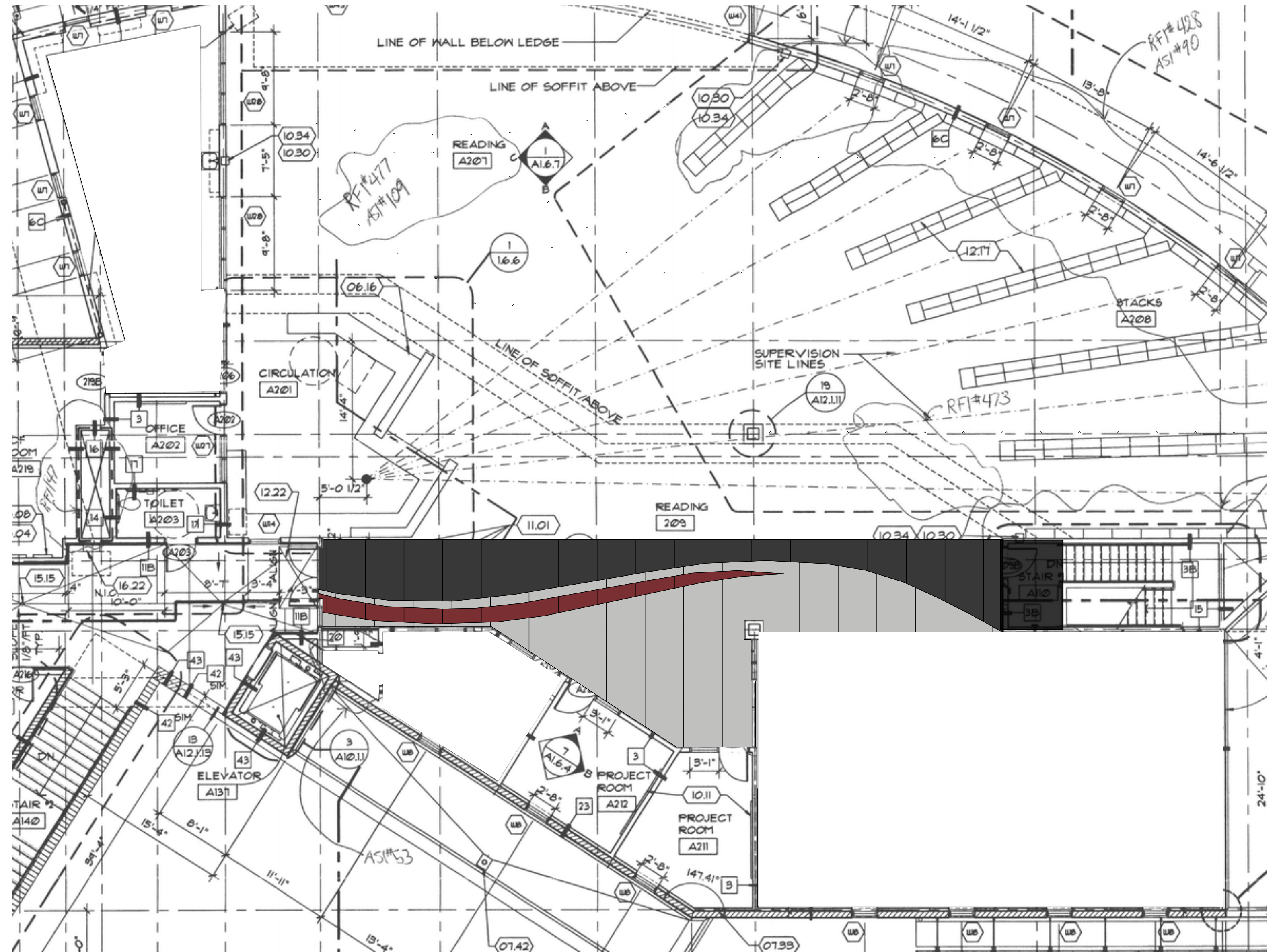
# Canyon Crest Academy - Learning Center - San Diego, CA

Second Floor - Option 1

5/4/2026

**noraplan unita**

- 7105  
122 x 1500 cm | 3151.67 ft<sup>2</sup> | 16 tiles
- 7116  
122 x 1500 cm | 196.98 ft<sup>2</sup> | 1 tiles
- 7120  
122 x 1500 cm | 393.96 ft<sup>2</sup> | 2 tiles



**PROJECTED GROSS EMBODIED CARBON (cradle-to-gate):**

Interface 2041 kg. CO<sub>2</sub>e

Industry Average 5459 kg. CO<sub>2</sub>e

Learn more about these values at [www.interface.com/carbonmetrics](http://www.interface.com/carbonmetrics)

*Low Carbon Footprint!*

Case Number: 02229910

Estimate Floorplan Scale: 1/8" = 1"0" at ARCH C

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# BID PACKAGE

Canyon Crest Academy Learning Commons Flooring

Bid No. B2026-09

Maribel Suarez, Director  
PURCHASING DEPARTMENT  
San Dieguito Union High School District  
710 Encinitas Blvd  
Encinitas, CA 92024

**Superintendent**  
Dr. Anne Staffieri, Ed. D.

**Board of Trustees**  
Jane Lea Smith  
Rimga Viskanta  
Jodie Williams  
Michael Allman  
Phan Anderson

# BID DOCUMENTS

Canyon Crest Academy Learning Commons Flooring

Bid No. B2026-09

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Bid Documentation

## QUICK REFERENCE PAGE

Name of Project: Flooring	Canyon Crest Academy Learning Commons
Bid Number:	B2026-09
Bid Deadline:	Wednesday - June 10, 2026, at 2:00 PM
Bidder's Job Walk Date & Time:	May 27, 2026 at 7:00 AM
Bidder's Conference Location:	Canyon Crest Academy 5951 Village Center Loop Rd, San Diego, CA 92130
License(s) Eligible to Bid:	C15 – Flooring and Floor Covering
Deadline for Questions & Inquiries:	June 1, 2026 at 3:00 PM
Submit Questions to:	Maribel Suarez
Method of Contact – email:	Maribel.suarez@sduhsd.net
Estimated Date for Award of Contract:	June 12, 2026
Project Start Date:	June 16, 2026
Project Completion Date:	July 31, 2026

Bid Documentation



# **BID DOCUMENTATION**

Bid Documentation

## NOTICE INVITING INFORMAL BIDS

The SAN DIEGUITO UNION SCHOOL DISTRICT ("District") will receive sealed bids for the Canyon Crest Academy Learning Commons Flooring, Bid No. B2026-09 at the **Facilities Department Office, 625 N. Vulcan Ave., Encinitas CA 92024** no later than 2:00 pm on Wednesday June 10, 2026 at which time or thereafter said bids will be opened and read aloud. Bids received after this time may be returned unopened.

This Project is being let in accordance with the informal bid requirements of the California Uniform Public Construction Cost Accounting Act ("CUPCCAA") set forth in Public Contract Code section 22000 et seq. (specifically, the informal bidding procedures in Section 22032(b)). Bidders shall comply with any requirements set forth in the CUPCCAA including all guidelines and requirements in the current California Uniform Public Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual. All contractors submitting bids must be on the District's current list of approved contractors pursuant to Public Contract Code section 22034. Bidders can register with the District through Quality Bidders link found here [https://www.qualitybidders.com/users/sign\\_up](https://www.qualitybidders.com/users/sign_up).

Bids must be submitted on the District's Bid Forms. Each bid must conform and be responsive to the bid documents. Bidders may obtain forms and bid documents from the District's Purchasing Dept. website at <https://www.sduhsd.net/Departments/Business-Services/Purchasing/Current-Bids/> or request the bid documents by emailing Maribel Suarez at [Maribel.suarez@sduhsd.net](mailto:Maribel.suarez@sduhsd.net).

Bids must be accompanied by cash, a certified or cashier's check, or a Bid Bond in favor of the District in an amount not less than ten percent (10%) of the submitted total price. Each bid shall also be accompanied by the non-collusion declaration, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

The successful Bidder will be required to furnish the District with a Performance Bond and a Payment Bond equal to 100% of the successful bid, prior to the execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

Pursuant to Public Contract Code Section 22300, the successful Bidder may substitute certain securities for funds withheld by District to ensure his performance under the Contract.

The District shall award the Contract for the Project to the lowest responsible Bidder as determined from the base bid alone.

This Project is a Public Works project and is subject to the payment of prevailing wages. The Director of Industrial Relations has determined the general prevailing rate of per diem of wages in the locality which this work is to be performed for each craft or type of worker needed to execute the contract which will be awarded to the successful Bidder, copies of which are available to the public on the internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm> and at the District Office. The successful Bidder and all subcontractor(s) under them shall comply with all applicable Labor Code revisions, which include, but are not limited to the payment of not less than the required prevailing wage rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Bid Documentation

Each Bidder submitting a bid must be a Department of Industrial Relations (“DIR”) registered contractor pursuant to Labor Code section 1725.5 (“DIR Registered Contractor”), unless an exception expressly provided in the Labor Code applies. This project is subject to compliance monitoring and enforced by the DIR. A Bidder who is not a DIR Registered Contractor when submitting a bid proposal for the work will be initially rejected as the District may not accept any bid proposal that does not satisfy the requirements of Labor Code section 1725.5, and may not enter into any contract for the completion of a public works project with a Bidder that is not a DIR Registered Contractor pursuant to Labor Code section 1725.5(e). Pursuant to the Labor Code section 1725.5, all subcontractors identified in the Bidder’s Subcontractors List shall also be DIR Registered Contractors. If awarded the contract, at all times during the performance of the work, the Bidder and Subcontractors of any tier shall be DIR Registered Contractors and continue to comply with all DIR requirements.

Disabled Veteran Contractors are encouraged to submit bids.

Each Bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classifications: **C15 – Flooring and Floor Covering**

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

Dated this 22th day of May, 2026

*Jodie Williams*

Clerk. Board of Trustees  
San Dieguito Union High School District  
San Diego County, California

**END OF NOTICE INVITING INFORMAL BIDS**

## INSTRUCTIONS TO BIDDERS

### 1. CUPCCAA

This Project is being let in accordance with the California Uniform Public Construction Cost Accounting Act ("CUPCCAA") set forth in Public Contract Code section 22000 et seq. Bidders shall comply with any requirements set forth in the CUPCCAA including all guidelines and requirements in the current California Uniform Public Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual. If applicable, only Contractors included on the District's Qualified List shall submit bids for the Project as set forth in the CUPCCAA. Bidders can register with the District through Quality Bidders link found here [https://www.qualitybidders.com/users/sign\\_up](https://www.qualitybidders.com/users/sign_up).

### 2. Availability of Contract Documents

Bids must be submitted to the District on the Bid Forms that are a part of the Bid Package for the Project. Prospective Bidders may obtain a complete set of the Contract Documents from the District's Purchasing Department's website at <https://www.sduhsd.net/Departments/Business-Services/Purchasing/Current-Bids/> or request the bid documents by emailing Maribel Suarez at [maribel.suarez@sduhsd.net](mailto:maribel.suarez@sduhsd.net)

The District may also make the Contract Documents available for review at one or more plan rooms. Please Note: Prospective Bidders who choose to review Contract Documents at a plan room must obtain the required Contract Documents if they decide to submit a bid for the Project.

### 3. Examination of Contract Documents

The District has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

### 4. Interpretation of Contract Documents

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the District by submission of a written request for an interpretation or correction to the District. Such submission, if any, must be sent to Maribel Suarez by emailing to [Maribel.suarez@sduhsd.net](mailto:Maribel.suarez@sduhsd.net) no later than 3:00 pm on May 8, 2026.

Any interpretation of the Contract Documents will be made only by written addenda duly issued via e-mail, to each person or firm who has received a set of Contract Documents and to plan rooms who have requested documents. Addenda will also be posted on the District website. The District will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Bidder, and no Bidder should rely on any such oral interpretation.

Bid Documentation

Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

**5. Inspection of Site: Pre-Bid Conference and Site Walk**

Each prospective Bidder is responsible for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. When applicable, a Pre-Bid Conference and Site Walk will be held on the date(s) and time(s) indicated in the Notice Inviting Informal Bids.

**6. Addenda**

The District reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All addenda issued by the District shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the District issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, the District will extend the deadline for submission of bids. The District may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Each prospective Bidder shall provide District a name, and email address to which Addenda may be sent, as well as a telephone number by which the District can contact the Bidder. Copies of Addenda will be furnished by email, to all parties who have obtained a copy of the Contract Documents and provided such current information. Addenda will also be posted on the District's website. **Please Note:** Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact the Purchasing Department to verify that they has received all Addenda issued, if any, prior to the bid opening.

**7. Alternate Bids**

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only. However, the District may choose to award the contract on the basis of the base bid alone or the base bid and any alternate or combination of alternates. The time required for completion of the alternate bid items has been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The District may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work. Accordingly each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

**8. Completion of Bid Forms**

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the District will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. Use of black or blue ink or a computer printer is required. Deviations in the bid form may result in the bid being deemed non-responsive.

**9. Modifications of Bids**

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions

Bid Documentation

attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon.

Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Informal Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Informal Bids.

#### **10. Designation of Subcontractors**

Pursuant to State law, the Bidders must designate the name, location, California contractor license number, and public works contractor registration number of each subcontractor who will perform work or render services for the Bidder in an amount that exceeds one half of one percent (0.5%) of the Bidder's Total Bid Price, as well as the portion of work each such subcontractor will perform on the form provided herein by the District. No additional time will be provided to Bidders to submit any of the requested information in the Designation of Subcontractor form, except as provided by law.

#### **11. Disabled Veteran Business Enterprises**

This Project does not have a participation goal for Disabled Veteran Business Enterprises ("DVBE") of at least three percent (3%) of the overall dollar amount of state funds allocated to the District pursuant to the Leroy F. Greene School Facilities Act of 1998, and expended each year by the District, in accordance with Education Code section 17076.11.

#### **12. Licensing Requirements**

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all Bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the District shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the District shall reject the Bid. The District shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the District of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

#### **13. Department of Industrial Relations Contractor Registration**

No contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless they are registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions under Labor Code section 1771.1(a)]. This project is subject to compliance monitoring, electronic certified payroll records reporting and enforcement by the Department of Industrial Relations.

#### **14. Signing of Bids**

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that

Bid Documentation

particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder

assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

**15. Bid Guarantee (Bond)**

Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to the District; (c) a cashier's check made payable to the District; or (d) a bid bond payable to the District executed by the Bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The cash, check or bid bond shall be given as a guarantee that the Bidder shall execute the Contract if it be awarded to the Bidder.

The awarded Bidder shall provide the payment and performance bonds and the insurance certificates and endorsements as required herein within five (5) calendar days after notification of the award of the Contract to the Bidder. Failure to provide the required documents may result in forfeiture of the awarded Bidder's Bid Guarantee (deposit or bond) to the District and the District may award the Contract to the next lowest responsible Bidder or may call for new bids.

**16. Submission of Sealed Bids**

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials in an envelope, sealed, addressed and delivered or mailed, postage prepaid to the District at the place and to the attention of the person indicated in the Notice Inviting Informal Bids. No oral or telephonic bids will be considered. No forms transmitted via the Internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by District as provided herein. The envelope shall also contain the following in the lower left-hand corner thereof:

Bid of (Bidder's Name)  
Canyon Crest Academy Learning Commons Flooring  
Bid No. B2026-09

Only where expressly permitted in the Notice Inviting Informal Bids, may Bidders submit their bids via electronic transmission pursuant to Public Contract Code Sections 1600 and 1601. The acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Informal Bids. District reserves the right to not accept electronically transmitted bids where not specifically authorized in the Notice Inviting Informal Bids, and may reject any bid not strictly complying with District's designated methods for delivery.

**17. Delivery and Opening of Bids**

Bids will be received by the District at the address shown in the Notice Inviting Informal Bids up to the date and time shown therein. The District may leave unopened any Bid received after the specified date and time, and any such unopened Bid may be returned to the Bidder. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice Inviting Informal Bids, and the amount of each Bid will be read and recorded. The District may in its sole discretion, elect to postpone the

Bid Documentation

opening of the submitted Bids. District reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

**18. Withdrawal of Bid**

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative.

**19. Basis of Award: Balanced Bids**

The District shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The District may reject any Bid, which, in its opinion, when compared to other bids received or to the District's internal estimates, does not accurately reflect the cost to perform the Work. The District may reject as non-responsive any Bid, which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

**20. Disqualification of Bidders: Interest In More Than One Bid**

No Bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a subproposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other Bidders submitting a bid to the District. No person, firm, corporation, or other entity may submit a subproposal to a Bidder, or quote prices of materials to a Bidder, when also submitting a prime bid on the same Project.

**21. Insurance Requirements**

The successful Bidder shall procure and maintain the insurance in the form and in the amount specified in the Contract Documents.

**22. Award Process**

Once all Bids are opened and reviewed to determine the lowest responsible Bidder, the District may award the contract. The apparent successful Bidder should begin to prepare the following documents:

- a. the Performance Bond;
- b. the Payment Bond; and
- c. the required insurance certificates and endorsements.

Once the District notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Contract by submitting to the District all the required documents and certifications. Once the District receives all the properly drafted and executed documents and certifications from the Bidder, the District will issue a Notice to Proceed to that Bidder.

**23. Filing of Bid Protests**

Bidders may file a "protest" of a Bid with the District's Director of Purchasing. In order for a Bidder's protest to be considered, the protest must:

- a. Be filed in writing within two business days of notification of award recommendation. Failure to file a timely bid protest shall constitute a Bidder's waiver of his/her right to protest the award of the contract;

Bid Documentation

- b. Clearly identify the specific irregularity or accusation;
- c. Clearly identify the specific District staff determination or recommendation being protested;
- d. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- e. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected.

If the protest is considered, the District's Director of Purchasing and Distribution, or other designated District staff member, shall review the basis of the protest and all relevant information. The Director of Purchasing will provide a written decision to the protestor. The protestor may appeal the decision of the Purchasing Director to the Superintendent or his/her designee, the Associate Superintendent, Business Services. This decision shall be considered the final administrative action of the District.

#### **24. Workers Compensation**

Each Bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form.

#### **25. Substitution of Security**

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. The District will retain five percent (5%) of each progress payment as provided by the Contract Documents as retention. At the request and expense of the successful Bidder, the District will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

#### **26. Prevailing Wages**

This is a public works project, and so the District has obtained the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates may be obtained from the District or online at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

#### **27. Debarment of Contractors and Subcontractors**

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

#### **28. Performance Bond & Payment Bond Requirements**

Within five (5) consecutive calendar days, the Bidder to whom a Contract is awarded shall deliver to the District two identical counterparts of the Performance Bond and Payment Bond on the form supplied by the District and included in the Contract Documents. Failure to do so may, in the sole discretion of District, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do

Bid Documentation

business as such in the State of California and satisfactory to the District. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Bid Price.

**29. Request for Substitutions – Not Applicable**

-

**30. Sales and Other Applicable Taxes, Permits, Licenses & Fees**

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

**31. Execution of Contract**

The Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The District may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

**32. Required Certifications**

Bidders, for all projects involving state funds, are required to submit the “Asbestos-Free Materials Certification”. This form is included in this package and must be signed under the penalty of perjury and dated, and shall be submitted to the District. The successful Bidder shall also execute, under the penalty of perjury and dated, the "Recycled Content Certification", “Drug-Free Workplace Certification” and the “Iran Contracting Act Certification” included in this package. Further, by law it is the District’s responsibility to determine whether a contractor must provide “Fingerprinting and Criminal Background Check Certification”. Pursuant to Education Code section 45125.2, the District considers the totality of the circumstances in order to determine if fingerprinting of employees of a contractor working on a school site is required. Factors to be considered include the length of time the contractor’s employees are on school grounds, whether students are in proximity with the location where the contractor’s employees are working, and whether the contractor’s employees are working alone or with others. A determination regarding whether fingerprint certification is required is contained in the Special Conditions.

As of January 1, 2024, all awarding bodies are required per the California Air Resources Board (CARB) to obtain valid Certificates of Reported Compliance (“CRC”) from all contractors and listed subcontractors before awarding a project. Bidders are required to submit the enclosed CARB Compliance Certification, along with proof of Bidder and subcontractor certification with their bid submittal. These forms are included with the bid package and must be signed under the penalty of perjury and dated.

**33. Additive and Deductive Items: Method of Determining Lowest Bid**

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

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

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

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

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

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

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

### **34. Labor Compliance Monitoring**

In accordance with California Labor Code section 1771.4, unless exempted, all public works projects are subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR), which includes the following requirements:

- a. Each contractor and subcontractor shall furnish electronically certified payroll records directly to the Labor Commissioner in accordance with the instructions and requirements posted by DIR on its website and other sources.
- b. The District will have direct and immediate access to the certified payroll records submitted to DIR in order to monitor compliance, identify suspected violations and respond to Public Records Act requests.
- c. At each job site, Contractor shall post the notice(s) required by California Labor Code section 1771.4(a)(2) and the California Code of Regulations.
- d. The District may withhold contract payments when payroll records are delinquent or inadequate, or not submitted as required by the Labor Commissioner. The amount withheld shall be limited to those payments due or estimated to be due to the contractor or subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the contractor or subcontractor whose payroll records are delinquent or inadequate. Further, a contractor may be required in turn to cease all payments to a subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the subcontractor has cured the delinquency or deficiency.
- e. The District shall cooperate with any investigation of suspected violations of the requirement to pay prevailing wages on all public works projects, and withhold contract payments in accordance with any lawful order by DIR or any other agency with jurisdiction over labor compliance enforcement.
- f. Contractor shall provide site access to DIR personnel upon request.
- g. Contractors and subcontractors listed in the bid or who are required to be identified or prequalified are encourage to participate in a pre-job conference but not required before commencement of the work. At the pre-job conference, applicable federal and state labor law

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requirements shall be discussed, and copies of suggested reporting forms furnished. A checklist, showing which federal and state labor law requirements were discussed, shall be kept for each conference.

Contractor and any subcontractors are required to review and comply with the provisions of the California Labor Code beginning with Section 1720, and the regulations of the DIR implementing those provisions as more fully discussed in the Contract documents, as they may be amended from time to time. These statutory and regulatory provisions contain specific requirements, for example, concerning the determination and payment of prevailing wages, retention, inspection and auditing of payroll records, use of apprentices, payment of overtime compensation, securing of workers compensation insurance, contractor registration with DIR, and various criminal penalties or fines which may be imposed for violations of the requirements of the chapter. Submission of a bid constitutes Contractor's representation that it has thoroughly reviewed, understands and acknowledges these requirements, and will keep up to date on all such requirements as they may be updated or amended from time to time.

**\*END OF INSTRUCTIONS TO BIDDERS\***

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## **SCOPE OF WORK**

Scope of work includes but is not limited to: provide all permits, labor, equipment, tools, materials, utility services, and transportation to complete all of the Work. Detailed scope is attached as Exhibit A.

## SPECIAL CONDITIONS

### A. Time of Performance

The work shall commence on the date stated in the District's Notice to Proceed. The work shall be completed within forty five (45) consecutive calendar days, starting four (4) consecutive calendar days after notification of award, and in accordance with the scheduled dates as specified below. District and Contractor each hereby stipulate that the stated performance period is accepted as reasonable and that no other performance period shall be acceptable unless accepted in writing (See Agreement Article 2 and General Conditions Article 6.)

Work under this contract shall be scheduled and coordinated in compliance with the following:

1. The anticipated date of the award of the contract is June 12, 2026.
2. Site work will begin on June 16, 2026.
3. Contractor shall complete all work and obtain all jurisdictional authorities' approval of work under this contract necessary to permit occupancy of all buildings by students and staff for classroom and school operations no later than July 31, 2026.

### B. Liquidated Damages

If work under this contract is not ready for the intended use within the specified time period, the agreed liquidated damages established in Article 42 of the General Conditions and Article 4 of the Agreement is five hundred dollars (\$500) per day for each calendar date completion is delayed.

### C. Documents Furnished

The number of copies of drawings and specifications to be furnished to Contractor free of charge, per Article 3 of the General Conditions, is 1.

### D. Bonds

Contractor shall provide (i) a bid bond in the amount of ten percent (10%) of the contract price; (ii) a payment bond in the amount of one hundred percent (100%) of the contract price or as specified in the Instructions to Bidders; and (iii) a performance bond in the amount of one hundred percent (100%) of the contract price or as specified in the Instructions to Bidders.

### E. Insurance

As provided in the General Conditions, Contractor shall procure and maintain and shall require all subcontractors, if any, whether primary or secondary, to procure and maintain either:

**Commercial General Liability and Property Damage Insurance (including automobile insurance)** which provides limits of not less than:

1. Per occurrence (combined single limit)	<u>\$1,000,000.00</u>
2. Project Specific Aggregate (for this project only)	<u>\$5,000,000.00</u>
3. Products/Completed Operations	<u>\$1,000,000.00</u>
4. Personal & Advertising Injury Limit	<u>\$ 500,000.00</u>
5. Bodily Injury, Personal Injury	<u>\$1,000,000.00</u>
6. Property Damage	<u>\$1,000,000.00</u>

**AND**

Umbrella Policy with an amount not less than: \$2,000,000.00

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**Insurance Covering Special Hazards**

Following special hazards shall be covered by riders or riders to above-mentioned commercial liability insurance or property damage insurance, or by special policies of insurance, in amounts as follows:

1. Automotive and truck operated in amounts	<u>\$1,000,000.00</u>
2. Material Hoist where used in amounts	<u>\$1,000,000.00</u>
3. Explosion, collapse & underground (XCU) coverage	<u>n/a</u>
4. Excess Liability Insurance coverage in the amount of	<u>n/a</u>

**Additional Insured Endorsement**

Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's board of trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, individually and collectively, as additional insureds. It is understood and agreed to by the Contractor and the insurance company(s) that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the District's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

**Workers Compensation Insurance:** In addition to Workers Compensation insurance, a waiver of Subrogation is required. See Article 36 of the General Conditions.

**F. Executed Copies**

The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond for Public Works required is one (1).

**G. License Classification**

Each Bidder shall be a licensed Contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: **C15 – Flooring and Floor Covering**

**H. Fingerprinting Requirement**

Pursuant to Article 13 of the General Conditions the District's Determination of Fingerprinting Requirement Application is as follows:

The District has considered the totality of the circumstances concerning the Project and as determined that the Contractor and Contractor's employees.

- a.   x   Bidders are subject to the requirements of Education Code section 45125.2 and Paragraph (a) of Article 13 of the General Conditions.
- b.        Bidders are not subject to the requirements of Education Code section 45125.2 and Paragraph (b) of Article 13 of the General Conditions.

**I. Request for Substitutions**

(Ref. Instructions to Bidders Paragraph 29): Not Applicable for this project.

**J. Days/Hours of Work**

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Work may be performed between the hours of 7:30 a.m. and 6:30 p.m. Monday through Saturday, no work shall be performed on Sunday per the City of San Diego.

**K. District Representative**

(Ref. General Conditions Article 74 and 75). If an Architect is not hired for this project, then the General Conditions Article 74 and 75 pertain to the District Engineer or District Staff Member, in that order.

**Architect:** (Ref. General Conditions Article 74 and 75). Not Applicable.

**District Staff Member:** The District's Department that will oversee the project is Facilities Planning & Construction. The contact for the District is: Kevan Potter, Interim Director FPC

**Disabled Veteran Business Enterprise (DVBE) Participation Requirement**

(Ref. General Conditions Article 73, Instructions to Bidders paragraph 10). Not Applicable

**\*END OF SPECIAL CONDITIONS\***

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**CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION**

The undersigned does hereby certify to the governing board of the District that he/she is a representative of the Contractor, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Contractor; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

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

- All Workers Fingerprinted. All Workers Fingerprinted.** The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all of Contractor’s employees and all subcontractors’ employees who may have contact with or interact with District pupils in the course of providing services under the Contract. The California Department of Justice (“DOJ”) has determined, pursuant to its Applicant Agency process, that none of those employees have been convicted of a felony as defined in applicable provisions of the Education Code. A complete and accurate list of all such employees is attached hereto. Contractor shall ensure continuous compliance with these requirements for the duration of the Contract and is responsible for ensuring compliance by all subcontractors and their employees. District reserves the right to request documentation and verify compliance at any time.and/or
- Physical Barrier.** Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor’s employees and District pupils at all times; and/or
- Continual Supervision by Fingerprinted Employee.** Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

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

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

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

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

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

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

Signature \_\_\_\_\_ Title:\_\_\_\_\_ Date:\_\_\_\_\_

## AGREEMENT

THIS CONTRACT is made this 12th day of June, 2026 in the County of San Diego, State of California, by and between the San Dieguito Union High School District, hereinafter called District, and \_\_\_\_\_, hereinafter called Contractor. The District and the Contractor for the considerations stated herein agree as follows:

### ARTICLE 1. Scope of Work

The Contractor shall perform all Work within the time stipulated in the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

Canyon Crest Academy Learning Commons Flooring.  
Bid No. B2026-09

The Contractor and its surety shall be liable to the District for any damages arising as a result of the Contractor's failure to comply with this obligation.

### ARTICLE 2. Time for Completion

Site Work shall be commenced on June 16, 2026. The Contractor shall complete all work required by the Contract Documents within forty two (45) calendar days from the commencement of site work, but no later than July 31, 2026. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

### ARTICLE 3. Contract Price

The District shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Payment shall be made as set forth in the General Conditions.

### ARTICLE 4. Liquidated Damages

In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the District the sum of five hundred Dollars (\$500.00) for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the District may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

### ARTICLE 5. Component Parts of the Contract

The "Contract Documents" include the following:

- ◆ Notice Inviting Informal Bids
- ◆ Instructions to Bidders
- ◆ Bid Form
- ◆ Contractor's Certification Regarding Workers' Compensation
- ◆ Bid Bond
- ◆ Designation of Subcontractors
- ◆ Information Required of Bidders
- ◆ Agreement
- ◆ Asbestos-Free Material Certification
- ◆ Recycled Content Certification
- ◆ Fingerprinting and Criminal Background Check Certification
- ◆ Drug-Free Workplace Certification
- ◆ Iran Contracting Act Certification
- ◆ Non-Collusion Declaration
- ◆ Scope of Work
- ◆ Technical Specifications

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- ◆ Performance Bond
- ◆ Payment Bond
- ◆ General Conditions
- ◆ Special Conditions
- ◆ California Air Resources Board (CARB) Certification
- ◆ Any other Documents contained or incorporated into the Contract
- ◆ Plans and Drawings
- ◆ Addenda
- ◆ Approved & Fully Executed Change Orders

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

**ARTICLE 6. Provisions Required by Law**

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of the California Labor Code applicable to this Project.

**ARTICLE 7. Indemnification**

Contractor shall provide indemnification as set forth in the General Conditions.

**ARTICLE 8. Prevailing Wages**

Contractor shall be required to pay the prevailing rate of wages in accordance with the labor Code which such rates may be obtained online at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm> and which must be posted at the job site.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

\_\_\_\_\_  
Contractor

**San Dieguito Union High School District**  
District

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Signer

\_\_\_\_\_  
Name of Signer

\_\_\_\_\_  
Title of Signer

\_\_\_\_\_  
Associate Superintendent Business Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
License No.

\_\_\_\_\_  
DIR Registration No.

## PERFORMANCE BOND

THAT WHEREAS, San Dieguito Union High School District (hereinafter referred to as "District") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") an agreement for Bid No. B2026-09, Canyon Crest Academy Learning Commons Flooring (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for Project dated June 16, 2026, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of \_\_\_\_\_ DOLLARS, (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by District in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time 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.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

1. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents;

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2. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible Bidder, arrange for a Contract between such Bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term “balance of the contract price” as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents; or
3. Permit the District to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term “balance of the contract price” as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the DISTRICT, when declaring the Contractor in default, notifies Surety of the District’s objection to Contractor’s further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

**[Remainder of Page Left Intentionally Blank]**

Bid Documentation

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

CONTRACTOR/PRINCIPAL

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

SURETY

\_\_\_\_\_  
Attorney-In-Fact

\_\_\_\_\_  
Signature

The rate of premium on this bond is \_\_\_\_\_ per thousand. Total amount of premium charges, \$ \_\_\_\_\_.

(The above must be filled in by corporate attorney.)

Any claims under this bond may be addressed to:

(Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California, if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and Agent or Representative for service of process in California)

\_\_\_\_\_



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## PAYMENT BOND

WHEREAS, the San Dieguito Union High School District (hereinafter designated as the "District"), by action taken or a resolution passed June 12, 2026, has awarded to \_\_\_\_\_ hereinafter designated as the "Principal" a contract for work described as follow: Bid No. B2026-09, Canyon Crest Academy Learning Commons Flooring (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

WHEREAS, by the terms of the Contract Documents, and in accordance with California Civil Code sections 9550 et seq., the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used, or reasonably required for use, in the performance of the Work on the Project ("Bond"); and

WHEREAS, the term "Claimant" shall refer to any of the persons described in California Civil Code section 9100, who provide or furnish labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard to whether such labor, materials or services were sold, leased or rented.

NOW THEREFOR, we, the Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto the District in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

The condition of the obligation is such that if the Principal, or its subcontractors, heirs, executors, administrators, successors or assigns fail to pay (1) any Claimant, (2) amounts due under the Unemployment Insurance Code with respect to Work or labor performed on the Project, or (3) amounts required to be deducted, withheld, and paid to the Employment Development Department from the wages of employees of the Principal and its subcontractors under Section 13020 of the Unemployment Insurance Code with respect to the Work and labor, then Surety will pay for the same in an amount not to exceed the sum specified above and, if an action is brought to enforce the liability on the Bond, the Surety shall pay such reasonable attorneys' fees as fixed by the court, as set forth in Civil Code section 9554.

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If the Principal promptly, fully and faithfully makes payment to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work, then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the District of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,  
if corporation)

\_\_\_\_\_  
Principal (Property Name of Contractor)

\_\_\_\_\_  
Signature of Contractor

(Seal of Surety)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Attorney-In-Fact

(Attached Attorney-In-Fact Certificate and Required Acknowledgements)

**\*\*Note: Appropriate Notarial Acknowledgements Of Execution by Contract and Surety and a Power Of Attorney MUST BE ATTACHED.**



# **BID SUBMITTAL PACKET**

**All of these forms must be completed and returned for consideration of your bid.**

**\*\*Please read the instructions and documentation in Bid Documentation carefully before preparing your bid for submittal.**

## **BIDDER’S SUBMITTAL PACKET CHECK LIST**

- Bid Form .....3
- Non-Collusion Declaration.....6
- Bid Bond .....7
- Certification of Contractor and Subcontractor DIR Registration .....9
- Designation of Subcontractors .....10
- Information Required of Bidders .....11
- Contractor’s Certificate Regarding Workers’ Compensation .....18
- Asbestos-Free Materials Certificate .....19
- Drug-Free Workplace Certification .....20
- Iran Contracting Act Certification .....22
- Recycled Content Certification .....23
- California Air Resources Board (CARB) Certification .....24

**BID FORM**

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

Business Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

To: San Dieguito Union School District, acting by and through its Governing Board, herein called the "District".

Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required and with all in strict conformity with the specifications and other contract documents, including addenda, if any for the following project:

**Canyon Crest Academy Learning Commons Flooring  
 Bid No. B2026-09**

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents. Addenda No. \_\_\_\_\_ Addenda No. \_\_\_\_\_

BASE BID	BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
Canyon Crest Academy Learning Commons Flooring		\$

**ALLOWANCE(S)**

The Bidder's Base Bid shall exclude the following potential Allowances. At its sole discretion, the District may add some or all of these Allowance amounts to the successful bidder's Contract. **Allowance Value: \$15,000**

Examples of Allowances (for Reference Only): Unforeseen Conditions: These are conditions that could not have been anticipated during bidding or design. Such as, but not limited to; Wood replacement, Hidden moisture damage, ect.

**CONTINGENCY**

Additionally, a contingency may be considered at the District's discretion to address unforeseen or previously unidentified conditions that may arise during the performance of the contract. This contingency shall not exceed (5%) five percent of the contract value and is separate from the base contract amount.

1. In case of discrepancy between the written price and the numerical price, the written price shall prevail.
2. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.

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- 3. Attached is the fully executed Non-Collusion Declaration form.
- 4. Attached is the required Bid Security.
- 5. Attached is the completed Certification of Contractor and Subcontractor DIR form.
- 6. Attached is the completed Designation of Subcontractors form.
- 7. Attached is the completed Information Required of Bidders form.
- 8. Attached is the completed Contractors Certificate Regarding Workers' Compensation form.
- 9. Attached is the completed Asbestos-Free Materials Certification form.
- 10. Attached is the completed Drug-Free Materials Certification form.
- 11. Attached is the completed Iran Contracting Act Certification form.
- 12. Attached is the completed Recycled Content Certification form.
- 13. Attached is the completed CARB Certification form.
- 14. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the District the Performance Bond and Payment Bond for Public Works as specified, all within five (5) days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned Bidder, if awarded the contract, on the date to be stated in the Owner's notice to the Contractor to proceed, and shall be completed by the Contractor in the time specified in the contract documents.
- 15. Notice of acceptance or requests for additional information should be addressed to the undersigned at the address stated below:

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

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

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Bidder certifies that he is licensed in accordance with the law providing for the registration of Contractors, License No. \_\_\_\_\_, Expiration Date \_\_\_\_\_, Class of License \_\_\_\_\_. List all other classifications for this license number:

\_\_\_\_\_

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

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at San Diego County, California.

Proper Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Bidder

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

**NON-COLLUSION DECLARATION**

I, \_\_\_\_\_, declare that I am \_\_\_\_\_ of \_\_\_\_\_, the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

### BID BOND

The makers of this bond are, \_\_\_\_\_, as Principal, and \_\_\_\_\_ as Surety and are held and firmly bound unto the San Dieguito Union School High District, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to DISTRICT for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted and accompanying bid dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for Bid No. B2026-09, Canyon Crest Academy Learning Commons Flooring

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the District as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seal of each corporation.

(Corporate Seal)

\_\_\_\_\_  
Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

Surety

By: \_\_\_\_\_  
Attorney-In-Fact

(Attach Attorney-In-Fact)

Title \_\_\_\_\_





### DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each Bidder shall set forth below: (a) the name, the location of the place of business, and the California contractor license number of each subcontractor and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of the Contractor's Total Bid Price. No additional time shall be granted to provide the below requested information, except as permitted by law.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (0.5%) of the Contractor's Total Bid Price, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of Work	Subcontractor Company Name, License # and DIR Registration #	Location of Business

Name of Bidder: \_\_\_\_\_

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

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

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

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

### INFORMATION REQUIRED OF BIDDERS

**A. Information About Bidder**

{\*\*Indicate not applicable ("N/A") where appropriate\*\*}

**Note: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.**

Name of Bidder: \_\_\_\_\_

Type of Entity: \_\_\_\_\_

Bidder Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

e-Mail Address: \_\_\_\_\_

Emergency Contact Number: \_\_\_\_\_

1. How many years has Bidder’s organization been in business as a Contractor?

\_\_\_\_\_

2. How many years has Bidder’s organization been in business under its current name?

\_\_\_\_\_

3. Under what other or former names has Bidder’s organization operated?

\_\_\_\_\_

4. If Bidder’s organization is a corporation, answer the following:

4.1 Date of Incorporation: \_\_\_\_\_

4.2 State of Incorporation: \_\_\_\_\_

4.3 President’s Name: \_\_\_\_\_

4.4 Vice President’s Name(s): \_\_\_\_\_

4.5 Secretary’s Name: \_\_\_\_\_

4.6 Treasurer’s Name: \_\_\_\_\_

5. If an Individual or a partnership, answer the following:

5.1 Date of Organization: \_\_\_\_\_

5.2 Name and Address of all partners (state whether general or limited partnership):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. If other than a corporation or partnership, describe organization and name of principals:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. List other states in which Bidder's organization is legally qualified to do business:

\_\_\_\_\_  
\_\_\_\_\_

8. What type of work does the Bidder normally perform with its own forces?

\_\_\_\_\_  
\_\_\_\_\_

9. Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

\_\_\_\_\_  
\_\_\_\_\_

10. Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

\_\_\_\_\_

11. Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it declared bankruptcy or dissolved the business? If so, attach a separate sheet of explanation:

\_\_\_\_\_

12. List Trade References:

\_\_\_\_\_  
\_\_\_\_\_

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13. List Bank References (Bank and Branch Address):

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14. Name of Bonding Company and Name, Phone Number, and Address of Agent:

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**[Remainder of Page Left Intentionally Blank]**

**B. List of Current Projects (Backlog)**

{\*\*Duplicate Page if needed for listing additional current projects\*\*}

<b>Project Name, Client Contact Name and Telephone No.</b>	<b>Description of Bidder's Work</b>	<b>Estimated Completion Date</b>	<b>Cost of Bidder's Work</b>

**C. List of Completed Projects – Last Three Years**  
{\*\*Duplicate Page if needed for listing additional completed projects\*\*}

Please include only School District or Government Agency projects which are similar in scope to demonstrate Bidder’s ability to perform the required Work.

<b>Project Name, Client Contact Name &amp; Telephone No.</b>	<b>Description of Work Completed by Bidder</b>	<b>Completion Date</b>	<b>Cost of Bidder’s Work</b>

**D. Experience and Technical Qualifications Questionnaire**

**Personnel:** The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

- 1. List each person’s job title, name and percent of time to be allocated to this project:

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- 2. Summarize each person’s specialized education:

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- 3. List each person’s years of construction experience relevant to the project:

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- 4. Summarize such experience:

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Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the District.

**Additional Bidder’s Statements:**

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

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**E. Verification and Execution**

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

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

Name of Bidder: \_\_\_\_\_

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

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

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

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

**CONTRACTOR’S CERTIFICATE REGARDING WORKERS’ COMPENSATION**

I am aware of the provisions of Section 3700 of the Labor Code that requires 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.

Name of Bidder: \_\_\_\_\_

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

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

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

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

**ASBESTOS-FREE MATERIALS CERTIFICATION**

The undersigned declares that he or she is the person who executed the bid for Bid No. B2026-09; Canyon Crest Academy Learning Commons Flooring (hereinafter referred to as the "Project"), and submitted it to the San Dieguito Union High School District (hereinafter referred to as the "District") on behalf of \_\_\_\_\_ (hereinafter referred to as the "Contractor").

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

Any disputes involving the question of whether or not material installed with asbestos-containing equipment is settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.

All work or materials installed by the Contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District. Decontamination and removal of work found to contain asbestos or work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The ASBESTOS REMOVAL CONTRACTOR shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the Asbestos Consultant who shall have sole discretion and final determination in this matter.

The asbestos consultant shall be chosen and approved by the Construction Manager/Architect or the District who shall have sole discretion and final determination in this matter.

The work will be not accepted until asbestos contamination is reduced to levels deemed acceptable by the Asbestos Consultant.

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

Name of Bidder: \_\_\_\_\_

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

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

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

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

## **DRUG-FREE WORKPLACE CERTIFICATION**

This Drug Free Workplace Certification form is part of the Contract made by and between the San Dieguito Union High School District (hereinafter referred to as the "District") and \_\_\_\_\_ (hereinafter referred to as the "Contractor") for Bid No. B2026-09; Canyon Crest Academy Learning Commons Flooring (hereinafter referred to as the "Project"). This form is required from all successful Bidders pursuant to the Drug Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for 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, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug free workplace by doing all of the following:

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

Establishing a drug free awareness program to inform employees about all of the following:

- The dangers of drug abuse in the workplace;
- The person's or organization's policy of maintaining a drug free workplace;
- The availability of drug counseling, rehabilitation and employee assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations.

Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision "A," 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 the Drug Free Workplace Act as it now exists or may hereinafter be amended. Particularly, I shall abide by Government Code Section 8355 when performing the Contract for the Project by:

- A. Publishing a statement notifying employees concerning the prohibition of controlled substance at my 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 agrees 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, the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that if 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 Act.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq., and hereby certify that I will adhere to the requirements of the Drug Free Workplace Act of 1990.

Name of Bidder: \_\_\_\_\_

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

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

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

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

### IRAN CONTRACTING ACT CERTIFICATION

As required by California Public Contract Code Section 2204, the Bidder certifies subject to penalty for perjury that the option checked below relating to the Bidder’s status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

- The Bidder is not
  - (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
  - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Agency will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

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

Name of Bidder: \_\_\_\_\_

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

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

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

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

### RECYCLED CONTENT CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for Bid No. B2026-09; Canyon Crest Academy Learning Commons Flooring (hereinafter referred to as the "Project"), and submitted it to the San Dieguito Union High School District (hereinafter referred to as the "District") on behalf of \_\_\_\_\_, (hereinafter referred to as the "Contractor").

Pursuant to Public Contract Code Section 10308.5, all contractors are required to certify in writing under penalty of perjury the minimum (if not exact) percentage of recycled content in materials, goods, or supplies offered or products used in the performance of their contract, regardless of whether the product meets the required recycled product percentage as defined in Sections 12161 and 12200. The recycled content shall include both post-consumer material and secondary material as defined in Public Contract Code Sections 12161 and 12200 shall apply.

I declare under penalty of perjury under the laws of the State of California that the following percentages of Postconsumer Material and Secondary Material is in the materials, goods or supplies offered for, or products used in, the performance of the Contract for the Project:

\_\_\_\_\_ % Post-consumer Material                      \_\_\_\_\_ % Secondary Material

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

Name of Bidder: \_\_\_\_\_

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

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

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

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

## **CALIFORNIA AIR RESOURCES BOARD (CARB) COMPLIANCE CERTIFICATION**

Title 13 CCR sections 2449, 2449.1, and 2449.2, in compliance with Government Code sections 11346.2, subdivision (a)(3), and 11346.8, subdivision (c), applies to construction contractors who own or operate within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road.

Section 2449(i), in relevant part, provides:

- (1) For a project involving the use of vehicles subject to this regulation, the prime contractor must obtain copies of the valid Certificate of Reported Compliance with the Regulation for In-Use Off-Road Diesel-Fueled Fleets for the fleet selected for the contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.
- (2) No prime contractor or public works awarding body, as applicable, shall enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.
- (3) The Certificates of Reported Compliance received by the prime contractor for a project must be retained for three (3) years after that project's completion. Upon request by California Air Resources Board ("CARB"), these records must be provided to CARB within five (5) business days of the request.
- (4) Situations in which prime contractors or public works awarding bodies, as applicable, are contracting for projects that are considered emergency operations, as defined in section 2449(c)(18), are exempt from the requirements in section 2449(i)(1)-(3), but must still retain records verifying vehicles subject to the regulation that are operating on the emergency operations project are actually being operated on the project for emergency operations only. These records must include a description of the emergency, the address or a description of the specific location of the emergency, the dates on which the emergency operations were performed, and an attestation by the fleet that the vehicles are operated on the project for emergency operations only.

Section 2449(j), in relevant part, also states:

- (1) Between March 1 and June 1 of each year, a prime contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in section 2449(n), from all fleets that have an ongoing contract with the prime contractor as of March 1 of that year. Prime contractors must not write contracts to evade this requirement.
- (2) Prime contractors shall only allow fleets with valid Certificates of Reported Compliance on the prime contractor's job sites.
- (3) If the prime contractor discovers that any fleet intending to operate vehicles subject to this regulation for the prime contractor does not have a valid Certificate of Reported

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Compliance, as defined in section 2449(n), or if the prime contractor observes any noncompliant vehicles

subject to the regulation on the prime contractor's job site, then the prime contractor must report specified information regarding the fleet to CARB within five (5) business days of such discovery.

- (4) Upon request by CARB, the prime contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for the prime contractor.
- (5) The prime contractor shall prominently display signage for any project where vehicles subject to this regulation will operate for eight (8) calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. The signage must include specified information regarding idling regulations for In-Use Off-Road Diesel-Fueled Fleets with directions on how to report observed noncompliance of the provided regulations to CARB.

I am aware of the provisions of Title 13 CCR sections 2449, 2449.1, and 2449.2, which apply to every contractor who owns or operates off-road diesel fleet vehicles in California, and I will comply with such provisions, including providing Certificate(s) of Reported Compliance for In-Use Off-Road Diesel-Fueled Fleets for the fleet selected for the contract and their listed subcontractors, if applicable, with its bid.

Name of Bidder: \_\_\_\_\_

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

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

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

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

**\*Bidder must submit valid Certificate(s) of Reported Compliance (CRC) with the Regulation for In-Use Off-Road Diesel-Fueled Fleets provided by CARB for the fleet selected for the contract and their listed subcontractors, if applicable, to this form.**