



## ADDENDUM ACKNOWLEDGMENT FORM

The bidder shall acknowledge receipt of this addendum by completing the applicable section(s) below. This form of acknowledgement must be completed and returned with the bid. Failure to return this form with the bid will result in disqualification.

Acknowledgment of Addendum No: \_\_\_\_\_

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Acknowledgment of Addendum No: \_\_\_\_\_

Acknowledgment of Addendum No: \_\_\_\_\_

Acknowledgment of Addendum No: \_\_\_\_\_

BID Number: \_\_\_\_\_ Project Title: \_\_\_\_\_

Company: \_\_\_\_\_

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



## BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, \_\_\_\_\_, as Principal (“Principal”),

And \_\_\_\_\_, as Surety (“Surety”), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the Pacific Grove Unified School District (“DISTRICT”) of Monterey County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

\_\_\_\_\_ Dollars (\$) )  
lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, 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 a bid to the DISTRICT for all Work specifically described in the accompanying bid for the following project: (“Project” or “Contract”). NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the DISTRICT's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the DISTRICT awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

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

\_\_\_\_\_  
Principal  
\_\_\_\_\_  
By  
\_\_\_\_\_  
Surety  
\_\_\_\_\_  
By  
\_\_\_\_\_  
Name of California Agent of Surety  
\_\_\_\_\_  
Address of California Agent of Surety  
\_\_\_\_\_  
Telephone Number of California Agent of Surety

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

***END OF DOCUMENT***



**PROJECT NO. MD-041**

**ROBERT H. DOWN ELEMENTARY FIRE ALARM UPGRADES**

To: Governing Board of the Pacific Grove Unified School District (“District” or “Owner”)

From: (Proper Name of Bidder) \_\_\_\_\_

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of the Project number MD-041 for the following project known as: Robert H. Down Elementary School Fire Alarm System Upgrade (“Project” or “Contract”) and will accept in full payment for that Work the following total lump sum amount, all taxes included:

Bid Form

<b>A. Fire Alarm Upgrades</b>		\$
<b>B. District Allowance for Unforeseen Conditions</b>	Seventy-Five Thousand Dollars and no cents	\$75,000.00
<b>Total Base Bid (item A +B)</b>		\$



## STATEMENT OF BIDDER'S QUALIFICATIONS (Prime Contractor)

ALL QUESTIONS MUST BE ANSWERED AND THE DATA GIVEN MUST BE CLEAR AND COMPREHENSIVE.

IF NECESSARY, ADD SEPARATE SHEETS FOR ITEMS REQUIRING ADDITIONAL EXPLANATION. FINANCIALS REQUIRED IN ITEM #15, HEREIN, SHALL BE SUBMITTED IN A SEPARATE SEALED ENVELOPE MARKED "AUDITED FINANCIAL REPORT." IN THE EVENT YOUR BID IS DETERMINED TO BE INCOMPLETE, THE ENVELOPE WILL BE RETURNED TO THE CONTRACTOR UNOPENED.

1. Bidder's Legal Operating Name: \_\_\_\_\_

2. Permanent main office address: \_\_\_\_\_

3. Date of organization: \_\_\_\_\_

4. State of Incorporation: \_\_\_\_\_

5. Years engaged in the contracting business under present company name: \_\_\_\_\_

6. Listing of current contracts:

Type of Work	Gross Amount of Contract	Estimated Completion Date

7. List the three (3) most important projects recently completed:

Project	Bid Amount	Completion Cost

8. List seven contracts from the past three (3) years. PGUSD will choose from this list to check references on past projects:

Project	Owner/Client	Contact Person	Contact Phone Number

9. General character of work usually performed by company: \_\_\_\_\_

10. Has your Company failed to complete any work awarded? If yes, where and why: \_\_\_\_\_

11. Any default on a contract? If yes, where and why: \_\_\_\_\_

12. List your company's major equipment available for use on this contract: \_\_\_\_\_

13. List your company experience in construction work of similarity to this project: \_\_\_\_\_

14. Attach resume with background and experience of company's principal members, including officers and proposed construction superintendent.

15. Furnish written evidence of credit available for administration of this contract. SUBMIT IN A SEPARATE SEALED ENVELOPE MARKED "AUDITED FINANCIAL REPORT." IN THE EVENT YOUR BID IS DETERMINED TO BE INCOMPLETE, THE ENVELOPE WILL BE RETURNED TO THE CONTRACTOR UNOPENED.

I hereby certify that I, \_\_\_\_\_

an employee of \_\_\_\_\_ (the Bidder)

have provided the above information in good faith and that all statements are factual.

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

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

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



## Site Visit Certification

**Bid Number:** \_\_\_\_\_

**Project Title:** \_\_\_\_\_

I here by certify that I, \_\_\_\_\_

an employee of \_\_\_\_\_ (the Bidder)

has visited the site(s) associated with the project.

The bidder has acquainted themselves with the nature of the sites, geographical and exact location of the proposed works; the general conditions required for works execution; the neighboring buildings and other constraints that might affect the construction methods; the physical conditions specific to the construction sites; means of communication and transport; sources of construction materials and all conditions and circumstances which might influence the execution of the works as pertaining to the bid.

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

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

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



## DECLARATION OF BIDDER

Only individuals who are authorized to bind the bidding company contractually shall sign this Declaration of Bidder. The signature must indicate the title or position the individual holds in the Company and be submitted with an original signature. *Failure to provide any of the information required herein including contractor signatures may result in your bid being deemed non-responsive.*

Bidder certifies they possess a license in accordance with the California State Licensing Board.

License No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration date: \_\_\_\_\_

In accordance with California Labor Code (SB 854), bidder certifies that they are registered with the Department of Industrial Relations. Registration No.: \_\_\_\_\_

Company: \_\_\_\_\_

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

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

Email: \_\_\_\_\_

Indicate your organization type:

Sole Proprietorship

Partnership

Corporation

LLC

I, the official named below, certify that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed herein.

I further certify that, all of the information contained in this bid proposal is true and correct and this bid is a firm offer for a 90-day period.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in \_\_\_\_\_ County, California.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Printed Name and Title

# **LEAD-BASED MATERIALS CERTIFICATION**

PROJECT TITLE: \_\_\_\_\_ CONTRACT/BID NO. \_\_\_\_\_

between the Pacific Grove Unified School District ("PGUSD") and \_\_\_\_\_  
("Contractor" or "Bidder").

This certification provides notice to the Contractor that:

1. Contractor's work may disturb lead-containing building materials.
2. Contractor shall notify the PGUSD if any work may result in the disturbance of lead-containing building materials.
3. Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

## **1. Lead as a Health Hazard**

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposure may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the PGUSD, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the PGUSD. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

## **2. Overview of California Law**

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated work includes, but is not limited to, the following:

- b. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- b. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- b. Installation of products containing lead;
- b. Lead contamination/emergency cleanup;
- b. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- b. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the PGUSD that all painted surfaces (interior as well as exterior) within the PGUSD contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

**Contractor shall notify the PGUSD if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the PGUSD. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.**

### **3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the PGUSD, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the PGUSD.

The Contractor shall provide the PGUSD with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The PGUSD may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE PGUSD MAY REQUIRE PROOF OF SUCH AUTHORITY.

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

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

Company: \_\_\_\_\_

END OF DOCUMENT



## NONCOLLUSION DECLARATION

**This Form Must be Submitted with Bid**

The undersigned declares:

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

**REGISTERED SUBCONTRACTORS LIST**  
**(LABOR CODE SECTION 1771.1)**

PROJECT: **Pacific Grove Unified School District** – Robert H. Down Fire Alarm Upgrade

Date Submitted (for Updates):

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

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

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

**1. Subcontractor Name:** \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**2. Subcontractor Name:** \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**3. Subcontractor Name:** \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**4. Subcontractor Name:** \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**5. Subcontractor Name:** \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**6. Subcontractor Name:** \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**7. Subcontractor Name:** \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**8. Subcontractor Name:** \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

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

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

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

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

END OF DOCUMENT





## DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder, under penalty of perjury, certifies that, except as noted below, they or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, disqualification, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded, disqualified or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment or disqualification pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

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Exceptions will not necessarily result in denial of award but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ [city], \_\_\_\_\_ County, California.

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Signature

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Printed Name and Title

**WORKERS' COMPENSATION CERTIFICATION**

PROJECT TITLE: \_\_\_\_\_ CONTRACT/BID NO. \_\_\_\_\_

between the Pacific Grove Unified School District ("PGUSD") and \_\_\_\_\_  
("Contractor" or "Bidder").

Labor Code section 3700, in relevant part, provides:

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

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

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

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

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

Company: \_\_\_\_\_

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

END OF DOCUMENT