

Exhibit A: Bid and Contract Documents

PROJECT: **Bijou Elementary Walk-in Cooler/Freezer Project**

PROJECT OWNER: Lake Tahoe Unified School District
Facilities Department
1021 Al Tahoe Boulevard
South Lake Tahoe, CA 96150
(530) 541-2850 Phone
(530) 541-5930 Fax

Improvements for Lake Tahoe Unified School District are requested
as per drawing prepared by

LTUSD

PROPOSALS ARE DUE NOT LATER THAN: 10:00 AM Monday May 13, 2019

A mandatory pre-bid Conference will be held at:

Bijou Elementary School

On: Friday, May 3, 2016 at 9:30 AM

PROJECT DIRECTORY

OWNER/PROJECT MANAGEMENT

Lake Tahoe Unified School District
Steve Brennan, Project Manager
1021 Al Tahoe Boulevard
South Lake Tahoe, CA 96150
(530) 543-2219 Phone
(530) 543-2227 Fax

CONTRACT MANAGEMENT

Lake Tahoe Unified School District
Billy Wessell, Contracts Officer
1021 Al Tahoe Boulevard
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NOTICE TO BIDDERS

Notice is hereby given the Lake Tahoe Unified School District will receive sealed bids for replacement of a walk-in freezer with a cooler/freezer combo at Bijou Community School. Sealed bids will be received at the District Office, 1021 Al Tahoe Blvd, South Lake Tahoe, CA 96150 until 10:00 AM on Monday, May 13, 2019

The work consists of all of the following:

- Removal and disposal of existing walk-in freezer.
- Install new combo cooler/freezer with common wall.
- Supply and install refrigeration equipment.
- Vendor will provide new Custom Cooler (or approved equal) walk-in with cooler/freezer per plans and layout.
- Provide interior ramps at each entrance.
- Completely 100% foamed-in-place urethane insulated panels are to be provided.
- Walk-in should have locks and keys furnished. Door handles area also provided with an interior safety release to prevent entrapment
- Doors shall be equipped with NSF approved PVC accordion-type magnetic gasket and adjustable double sweep to insure seal around door perimeter.
- All ceiling of walk-ins must be NSF approved finish (galvanized aluminum).
- Provide interior LED light fixtures (Kason 1808 or equivalent).
- Walk-in shelving to be 4 tier Metro PR Pro Series, Metroseal epoxy coated corrosion-resistant finish with Microban antimicrobial protection, NSF with lift-off polymer shelf mats.
- One year parts warranty, seven year warranty on Microban epoxy.
- Exterior finish on box will be primer, ready for painting.

Work to be performed under the Contract Documents requires valid California Contractor License (s) applicable to the work.

The project will begin and be completed during the summer of 2019, but due to restrictions on funding, the cooler/freezer must be delivered by June 30th, 2019. The contractor shall include in their bid and provide all labor, tools and materials for a complete and working project in conformance with the intent shown on the drawings and as specified therein. Work to be performed under the Contract Documents requires valid California Contractor License (s) applicable to the work.

A mandatory pre-bid conference will be held on Friday, May 3rd, 2019 at 9:30 AM at Bijou Community School located at 3501 Spruce Ave, South Lake Tahoe, CA 96150. Failure to attend the pre-bid conference will result in the bidder being deemed not responsive and thereby disqualified from bidding.

IMPORTANT NOTICE TO BIDDERS: Bidders must complete the “Determination of Bidder Responsibility Questionnaire” (included in Bid Form) to be determined responsible for award and to be responsive to the bid announcement. If a Bidder has completed the questionnaire in response to a District project since August 1, 2015 only the certification stating the previously submitted data is still true and accurate, is required.

IMPORTANT NOTE: Senate Bill 854 requires all contractors and subcontractors intending to bid or perform work on public works projects to annually register and pay a fee to the Department of Industrial Relations (DIR) for purposes of monitoring and enforcing compliance with the State’s prevailing wage law. The current fee is \$400. For more information, please visit the DIR website www.dir.ca.gov, and click on Public Works Projects link.

The registration program began July 1, 2014, and all contractors and subcontractors submitting bids on public works projects must be currently registered.

The bid must conform and be responsive to the contract documents. Scope of Work and Project Drawings will be will be available at the District Web Page, WWW.LTUSD.ORG

Pursuant to Section 1700 and following of the California Labor Code, the contractor shall pay not less than the prevailing wage rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

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INSTRUCTIONS TO BIDDERS

1. BID PREPARATIONS/RESPONSIVENESS

All portions of the Bid Form must be completed before the bid is submitted. Failure to submit all required and completed original documents may result in the bid being rejected as nonresponsive. Attached to and submitted with this bid form, Bidder must provide, and sign where required, the Acknowledgment of General Conditions, a completed Noncollusion Affidavit, Statement of Compliance, Designation of Subcontractors, Workers' Compensation Certificate, Drug-Free Workplace Certification, Declaration Regarding Employee Fingerprinting and Criminal Background Check, an appropriate bid security, and the Determination of Bidder Responsibility Questionnaire.

2. SUBMISSION OF BID FORM/ORIGINAL SIGNATURES

One original Bid Form shall be filled in and submitted with all required documents as the bid, and a copy shall be retained in the bidder's file. The Bid Form submitted shall contain the original signature in ink (not a photocopy or stamp) by the person or persons legally authorized to bind the Bidder to a contract. The Bidder's representative shall sign and date the Declaration included in the Bid Form. Failure to submit a Bid Form with an original signature and date will cause the Bid to be rejected.

3. FAILURE TO SUBMIT A BID PRICE

Failure to submit a price for the bid will result in the Bid being rejected. Failure to submit a price for any required Alternate or Unit Price of the Bid will result in the Bid being rejected.

4. BID SECURITIES

Each Bid shall be accompanied by Bid Security in the amount of 10% of the Lump Sum Base Bid as security for the Bidder's obligation to enter into a Contract with the District on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Securities shall be a Bid Bond on the form provided by the District and included herein, or a certified check made payable to "Lake Tahoe Unified School District." When a Bond is used for a Bid Security, failure to use the District's Bid Bond form will result in rejection of the Bid. If a Bid Bond is submitted and an attorney-in-fact executes the Bid Bond on behalf of the surety, a notarized and current copy of the power of attorney shall be affixed to the Bid Bond. The surety issuing the Bid Bond shall be, on the Bid Deadline, listed in the latest published State of California, Department of Insurance, and list of "Insurers Admitted to Transact Surety Insurance in this State."

5. PRE-BID CONFERENCES

All prospective Bidders shall attend the Pre-Bid walk through, if made mandatory, at which the District reviews the requirements of the Bidding Documents, comments and questions are received from Bidders, and a project site visit is conducted. The District requires all attendees to arrive for the Pre-Bid meeting on time and to sign an attendance list, which is used to determine if Bidders meet this requirement. Bidders who do not attend the entire Pre-Bid walk through will be deemed to have not complied with the requirements of the Bidding Documents and their bid will be rejected.

6. BIDDER/SUBCONTRACTOR LICENSING

At the time of submission of the Bid, the Bidder and all Subcontractors, regardless of tier, shall have the appropriate license(s) issued by the State of California Contractors' State License Board for the work to be performed. For this project, Bidders shall possess a Class A- General Engineering Contractor's License (s) at the time the bid is submitted. If the Bidder is a joint

venture, at the time of submission of the Bid, the Bidder shall have a joint venture license appropriate for the scope of the work, and each member of the joint venture shall likewise have the appropriate license. The State of California Business and Professions Code, Division 3, Chapter 9, known as the "Contractors' License Law," establishes licensing requirements for contractors. If a bidder that is a specialty contractor, submits a bid involving three or more specialized building trades, the work of which is more than incidental and supplemental to the performance of the work for which bidder holds a specialty contractor license, Bidder must also hold either (1) a specialty contractor "C" license in each such trade, (2) a general engineering contractor "A" license, or (3) a general building contractor "B" license. This requirement is applicable whether or not Bidder lists a subcontractor for each such trade.

7. CONTRACTORS EXPERIENCE

In addition to other minimum qualifications, the successful Bidder must also demonstrate to the satisfaction of the District, a minimum of 4 years' experience to be qualified to perform the work described in the Contract Documents:

8. DESIGNATION OF SUBCONTRACTORS

Each bidder shall list in the bid form all first-tier subcontractors that will perform work, labor or render services in excess of ½ of 1% of the bid amount. The bid form contains a Designation of Subcontractor form with spaces for the following information: (1) Work Activity (Type of trade, labor or service); (2) Name and License number of Subcontractor, with Expiration Date, and; (3) Complete Address and Telephone Number. Failure to list all of these items will result in the District treating the bid as if no Subcontractor was listed for the Work Activity, and the Bidder will thereby represent to the District that the Bidder agrees that it is fully qualified to perform that portion of the Work and shall perform that Work Activity. Additional information requested in the Designation of Subcontractor Form must be provided within twenty-four (24) hours of Bid opening or the District will treat the Bid as if no Subcontractor was listed for the Work Activity and Bidder will thereby represent to the Bidder that the Bidder agrees that it is fully qualified to perform that portion of the work and shall perform that Work Activity.

9. DISABLED VETERANS BUSINESS ENTERPRISES (DVBE)

Pursuant to the Leroy F. Greene Facilities Act of 1998 for construction or modernization, the District has a participation goal for disabled veteran enterprises of at least 3 percent per year of the overall dollar amount of funds allocated to the District by the State Allocation Board. Although Bidders are not required to submit good faith efforts on LTUSD projects, the use of DVBE subcontractors is highly encouraged, and Bidders must identify any DVBE subcontractors in the space provided on the Designation of Subcontractor Form submitted with their bid. A directory of DVBE subcontractors is available on the Internet at www.DGS.CA.GOV/OSBCR.

10. RELIABILITY OF SUBCONTRACTORS

At the direction of District, The successful low bidder shall have ten (10) calendar days after receipt of Notice of Selection to provide District with such evidence as District may require of the reliability and responsibility of the proposed Subcontractors. Information may include statements of experience, financial statements, and references. Prior to Contract award, the District will notify the Bidder in writing if the District objects to a Subcontractor proposed by the Bidder. In such case, the Bidder shall propose a substitute acceptable to District. Failure of the District to object to a proposed Subcontractor prior to award of the Contract shall not preclude the District from requiring replacement of any subcontractor based upon information received subsequent to award, or which cannot be properly evaluated prior to award due to time constraints, or if information is revealed regarding a Subcontractors failure to comply with the requirements of the Contract.

11. REPORTS/PRE-EXISTING CONDITIONS

Lake Tahoe Unified School District may have obtained report(s) that contain facts that may materially effect bidders' bids. In addition, the District has constructed other public works projects throughout the district, and obtained reports and other information in the course of the design and construction of those other projects, which may contain facts that may materially effect bidders' bids. Bidders are strongly encouraged to inspect all of the District's reports, records and documents referred to above. Reports and documents are available upon request at District Facilities Office for inspection and copying at bidders' sole cost and expense, during normal working hours.

12. CONTRACTORS RESPONSIBILITY TO VERIFY SUBSURFACE CONDITIONS

Investigations of subsurface conditions or otherwise, are made for the purpose of design, and the District assumes no responsibility whatsoever with respect to the sufficiency or accuracy of the placement of underground utilities, borings, logs of test borings, or other preliminary investigations, or of the interpretation thereof. Furthermore, there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or any part of it, or that unanticipated conditions may not occur.

When reports of existing utility locations, logs of test borings, and/or other such reports are available to the Contractor or included in the Contract Documents, it is expressly understood and agreed that such reports do not constitute a part of the Contract. The reports only represent an opinion of the District as to the character of the conditions to be encountered, and are made available or included in the Contract Documents only for the convenience of the bidders. Bidders must satisfy themselves through their own investigation, as to conditions to be encountered.

NOTE: If the successful bidder determines that bore drilling, radar detection services, or other such subsurface investigations are necessary to confirm existing conditions, all associated costs for such investigations shall be the Contractor's responsibility and should be considered as part of the bid process.

13. ADDENDA

Addenda will be issued only by the District and/or Project Architect/Engineer and only in writing. Addenda will be identified as such and will be mailed or delivered to all who are known by the Contracts Office who have received a complete set of bidding documents and who have provided a street address for receipt of addenda. Copies of addenda will be made available for inspection wherever bidding documents are on file for inspection. Addenda will be issued such that they should be received by prospective bidders who have provided a street address for receipt of addenda, no later than seventy-two (72) hours prior to the bid deadline. Addenda withdrawing the request for bids, postponing the bid deadline, or providing clarifications that do not impact the Bidders Bid, may be issued anytime prior to the bid deadline. Each bidder shall be responsible for ascertaining, prior to submitting a bid, that the bidder has received all issued addenda.

14. FINGERPRINTING RULES AND REGULATIONS

The Contractor and all Subcontractors are required to comply with all rules and regulations enacted by the District regarding fingerprinting. The District has determined that Contractor's employees and subcontractors on this project may experience limited contact with students;

therefore the Contractor is referred to the General Conditions of the Contract for specific information on fingerprinting requirements for this project.

15. BID PROTESTS

Bid protests shall be filed in writing with Lake Tahoe Unified School District, 1021 Al Tahoe Blvd, South Lake Tahoe, CA. 96150, by certified or registered mail, not later than three (3) business days after the bid opening. If the protest is based on the selection of the apparent lowest responsible bidder, it shall be filed in writing not later than three (3) business days after selection of the apparent lowest responsible bidder. The protest shall specify the reasons and facts upon which the protest is based.

ATTENTION: To All Prospective Bidders for Construction Projects

Following are the bidding regulations established for all construction projects. Please review them carefully to ensure that your bid proposal is complete. Your attention is also called to the Instructions to Bidders section of the manual.

- I. The following bidder omissions or errors will result in immediate disqualification of bid:
 - ◆ Failure to submit a completed Noncollusion Affidavit (PCC 7107)
 - ◆ Failure to submit a completed Statement of Compliance (GCC 12990/Title 2, CCR, Section 8112)
 - ◆ Failure to submit a completed Designation of Subcontractor Form (PCC 4104) (**NOTE:** If no subcontractors are to be utilized on this project, be sure to check the box on the form.)
 - ◆ Failure to submit bid security for 10% of the bid (PCC 20107)
 - ◆ Failure to acknowledge addenda that would give bidder a competitive advantage as determined by District
 - ◆ Failure to itemize bid price(s) as required by the bid form
 - ◆ Failure to submit a notarized bid bond (PCC 20111)
 - ◆ Failure to be licensed as specified in the Notice to Contractors; license not current
 - ◆ Failure to provide an original signature on bid documents (Bid Form, Noncollusion Affidavit, Statement of Compliance, Designation of Subcontractors)
 - ◆ Three or more bidder errors/omissions in the submitted bid proposal

- II. The following bidder omissions or errors may be corrected within twenty-four hours of notification of error or omission:
 - ◆ Failure to affix corporate seal to bonds or bid forms
 - ◆ Failure to sign the bid form if a properly executed bid bond is submitted with bid form
 - ◆ Failure to initial/acknowledge the Acknowledgement of General Conditions
 - ◆ Failure to submit information other than the name and location of the subcontractors (which must be submitted with the bid) on the Designation of Subcontractors form within 24 hours of bid opening (PCC 4104)
 - ◆ Bidder's failure to sign the bonds
 - ◆ Failure to designate subcontractors as specified in the Project Manual
 - ◆ Failure to submit forms/certifications required by specifications but not by law to be submitted with the bid

- III. The following bidder omissions/errors or other issues require investigation to determine whether they can be considered minor irregularities to be waived, or whether disqualification is required
 - ◆ Failure to designate subcontractors for portions of work that exceed ½ of 1% of bid
 - ◆ Failure to acknowledge addenda that do not result in a competitive advantage
 - ◆ Evidence to prove bidder will perform the percentage of work with own forces as defined in the Contract Documents
 - ◆ Evidence that bidder has sufficient experience to perform the work
 - ◆ Non-receipt by bidder of all information, i.e., addenda
 - ◆ Negative information in Questionnaire or through reference verifications

BID FORM

FOR: **Bijou Elementary Walkin Cooler/Freezer Project**

BID TO: Board of Education
Lake Tahoe Unified School District
1021 Al Tahoe Boulevard
South Lake Tahoe, CA 96150

BID FROM: _____
(Name of firm submitting Proposal)

(Address)

(City, State, Zip Code)

(Telephone Number)

(Fax Number)

DATE BID SUBMITTED: _____

1. **COMPLETED BID FORMS & ATTACHMENTS**

All portions of this bid form must be completed before the bid is submitted. Failure to submit all required and completed original documents may result in the bid being rejected as nonresponsive. Attached to and submitted with this bid form, Bidder must provide, and sign where required, the Acknowledgment of General Conditions, a completed Noncollusion Affidavit, Statement of Compliance, Designation of Subcontractors, Workers' Compensation Certificate, Drug-Free Workplace Certification, Declaration Regarding Employee Fingerprinting and Criminal Background Check, an appropriate bid security, and the Determination of Bidder Responsibility Questionnaire. One original bid form shall be filled in and submitted with all required documents as the bid, and a copy of the bid form and documents shall be retained in the Bidder's file.

2. **ACKNOWLEDGEMENT OF GENERAL CONDITIONS**

The General Conditions and definitions therein are an integral part of the Contract Documents. Contractor shall not disclaim knowledge of the meaning and effect of any term or provision of these General Conditions, and Supplemental Conditions, if any, and agrees to strictly abide by their meaning and intent. In the event that Contractor fails to initial this acknowledgement, the District shall have the right to reject the Bid.

CONTRACTOR'S INITIALS: _____

3. **CONTRACT PERFORMANCE PERIOD**

The project will begin no later than May 15, 2019 (acquisition). Construction shall begin no earlier than June 24th and must conclude by August 15, 2019. Due to budget constraints (and

grant deadlines), the majority of the refrigeration equipment must be delivered and billed out by June 30th, 2019.

4. BIDDER TO PERFORM WORK

Bidder represents, warrants and agrees that if awarded the contract, bidder shall perform a minimum of _____% of the total of all work with its own forces.

5. ADDENDA ACKNOWLEDGEMENTS

The bidder acknowledges receipt of the following Addenda:

6. BID PRICE

The Bidder, having the appropriate active license required by the State of California; having carefully read and examined the plans, specifications, and all related bidding documents as prepared by Lake Tahoe Unified School District and its Agents for the construction of STHS Viking Stadium Restroom; having carefully and fully examined the site of the proposed work and all information available to the Bidder, hereby offers to furnish all labor, materials, tools, transportation, services, and equipment necessary to complete the work of the project described herein, and to conform with all requirements of the Contract Documents, for the lump sum of:

_____ Dollars (\$ _____)
(In words-printed or typed) (In figures)

7. LICENSE DECLARATION

The undersigned hereby warrants that Bidder has an appropriate license, license number _____, Classification _____, and such license entitles Bidder to provide the work described herein. Bidders license shall be in full force and effect throughout the duration of performance under this contract, and any and all subcontractors to be employed by the undersigned will have the appropriate licenses.

8. BID GUARANTEES & BOND/INSURANCE SUBMITTALS

The bidder agrees that it will not withdraw its bid within nine (9) days after the bid deadline. If the bidder is selected as the apparent lowest responsible bidder, the bidder agrees, within five (5) days after receipt of notice of selection, to sign and deliver the Contract, and to furnish the Performance Bond, the Payment Bond, Certificates of Insurance, and other required items.

9. BID BOND

There is herewith enclosed cash, a bid bond for the benefit of, or a certified check or cashier's check made payable to, Lake Tahoe Unified School District in the amount of:

_____ Dollars (\$ _____)
(In words-printed or typed) (In figures)

The bidder agrees that if the bidder is selected as the apparent lowest responsible bidder, and the bidder fails to sign the Contract and furnish the Performance Bond, the Payment Bond, Certificates of Insurance, and other required items within the time limit specified in the Contract Documents, the Lake Tahoe Unified School District may award the work to another bidder or

call for new bids. In such event, the bidder shall be liable to the District for the difference between the amount of the disqualified bid and the larger amount for which the District procures the work plus all of the District's costs, damages, expenses and liabilities arising from bidder's failure to sign the Contract and/or furnish the required documents.

10. BID SECURITY FORFEITURE

It is understood and agreed that should the Bidder fail or refuse to return executed copies of the Contract, worker's compensation certificate, insurance certificates, and required bonds to the District in the time specified, the bid security shall be forfeited to the District.

11. COMMUNICATIONS

Communications conveying an acceptance of the bid, requests for additional information or other correspondence should be addressed to the Bidder at the address set forth on the first page of the Bid Form.

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA)

The bidder hereby certifies that it is, and at all times during performance of work shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 in the hiring of its employees. Furthermore, the Bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply with the IRCA.

Bidder is a: (circle one): Corporation Partnership Individual Joint Venture Other _____
(Specify)

NAMES AND TITLES OF KEY MEMBERS OF FIRM: (Name of person signing the bid on behalf of the bidder and all general partners, if a partnership, must be included.)

NAME OF PRESIDENT IF A CORPORATION:

NAME OF SECRETARY IF A CORPORATION:

CALIFORNIA CONTRACTORS LICENSE(S):

Name of License(s):

Classification(s)	Number	Expiration Date
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(For Joint Ventures, list Joint Venture's license or licenses for all Joint Venture partners.)

The following documents are submitted with and made a condition of this bid:

1. Bid security in the form of _____ (fill in type of bid security)

Corporation is organized under the laws of the State of _____.

Corporate Seal:

Name of bidder's firm:

Address:

The undersigned hereby declares that all of the representations of this Bidder made under penalty of perjury are under the laws of the State of California.

By:

(Signature)

(Print or Type Name & Title)

By:

(Signature)

(Print or Type Name & Title)

(If signature is by other than the sole proprietor, general partner, or corporate officers, attach an original Power of Attorney.)

NONCOLLUSION AFFIDAVIT TO BE SIGNED BY BIDDER AND SUBMITTED WITH BID

Pursuant to Section 7106 of the Public Contract Code, _____ hereby
certifies that he or she is _____ of _____
(Name)
(Title) (DBA)

the party making the foregoing bid; the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; the bid is genuine and not collusive or sham; the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, 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; 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; 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 sham bid.

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

Signature Place of Execution

STATEMENT OF COMPLIANCE TO BE SIGNED BY BIDDER AND SUBMITTED WITH BID

_____, (hereinafter referred to as "prospective Contractor") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code, Title II, Division 4, Chapter 5, in matters relating to the development, implementation, and maintenance of a nondiscrimination program. Prospective Contractor agrees not to unlawfully discriminate against any employee or applicants for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, physical and mental disabilities, or age (over forty).

I, _____
(Name of Official)

hereby swear that I am duly authorized to legally bind the prospective Contractor to the above-described certification. I am fully aware that this certification, signed on _____, in the County of _____, (date)
(County)

is made under the penalty of perjury under the laws of the State of California.

Signature Print or Type Title

DISABLED VETERANS BUSINESS ENTERPRISE GOAL

In accordance with Education Code Section 17076.1, the District has a participation goal for disabled veteran enterprises of at least 3 percent per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene Facilities Act of 1998 for construction or modernization and expended each year by the District.

In order to comply with this participation goal, Contractor shall identify any DVBE subcontractors on the Designation of Subcontractors form. In addition, prior to, and as a condition precedent for final payment under this Contract, the Contractor shall provide appropriate documentation to the District identifying the amount paid to disabled veteran enterprises in conjunction with this Contract. In addition to the requirements of Education Code Section 17076.1, Contractor shall comply with, and assist the District in complying with, all other rules, regulations or statutes related to the use of disabled veteran enterprises for this project.

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the bidder (*all references to "bidder" hereinafter shall refer to the prime contractor bidding on the project*) in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the bidder's total bid and (b) the portion of the work which will be done by each subcontractor. The bidder shall list only one subcontractor for each such portion as is defined by the bidder in this bid.

If a bidder fails to specify a subcontractor or specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the bidder's total bid, bidder shall be deemed to have agreed that bidder is fully qualified to perform that portion, and that bidder alone shall perform that portion.

No bidder whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the work to be performed by any one other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the bidder's total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the bidder's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, only after a finding reduced to writing as a public record of the District awarding this contract setting forth the facts constituting the emergency or necessity.

Note: If alternate bids are called for and bidder intends to use a different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate. Identify additional list of subcontractors by Alternate Bid No. (form enclosed)

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

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

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

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

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims. Said certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

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

Name of Contractor

Signature

Print Name

Date

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services 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 awarded by a State agency may be subject to suspension of payments or termination of the contract, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

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

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) The penalties that may be imposed upon employees for drug abuse Violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

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

I also understand that if the DISTRICT determines that I have either (a) made a use certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 9350 et seq,

Name of Contractor

Signature

Print Name

DECLARATION FORM TO BE SUBMITTED WITH BID

**DECLARATION REGARDING EMPLOYEE FINGERPRINTING AND
CRIMINAL BACKGROUND CHECK**

I, _____, declare as follows:

Where the employees will have contact with pupils, the safety of the pupils will be ensured by one or more of the following:

1. The installation of a physical barrier, at the expense of the Contractor, at the work site to limit contact with pupils.
2. Continual supervision and monitoring of all employees of Contractor and Subcontractor by an employee of Contractor whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I am a duly authorized representative of _____ for the purpose of providing this certification and declare under penalty of perjury and the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 2019, in _____, California.

Signature

Printed Name and Title

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we _____,
as Principal, and _____, Surety, are held and firmly
bound unto the Lake Tahoe Unified School District, hereinafter called the DISTRICT, in the
sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal
submitted to the said 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 jointly and severally bind
ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted the
accompanying bid dated _____, 2019, for the following project:

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified
therein after the opening of the same, or, if no period be specified, within sixty (60) days
after said opening; and if the Principal is awarded the contract, and shall within the period
specified therefore, or, if no period be specified, within five (5) working days after the award
of the contract, enter into a written contract with the DISTRICT, in accordance with the bid
as accepted and give bonds with good and sufficient surety or sureties, as may be required
for the faithful performance and proper fulfillment of such contract and for the payment for
labor and materials used for the performance of the contract, then the above obligation shall
be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time,
alterations 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 said 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 DISTRICT and judgment is recovered, the
Surety shall pay all costs incurred by the DISTRICT in such suit, including a reasonable
attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals this _____ day of _____, 2019, the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned authorized representative.

(Corporate Seal of Principal, if Corporation)

Principal (Proper Name of Bidder)

By: _____
Signature

Printed Name & Title

(Corporate Seal of Surety)

Surety

By: _____
Print Name & Title

Address

Telephone No.

NOTE: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.

DETERMINATION OF BIDDER RESPONSIBILITY QUESTIONNAIRE

The Public Contract Code requires that school districts, in certain circumstances, bid and award public contracts to the lowest *responsive* and *responsible* bidder. California law establishes a very comprehensive standard concerning bidder responsibility, such that a school agency has wide discretion and broad authority to make its determination of bidder responsibility on a case-by-case basis. Such authority empowers the District to conduct its own investigation, and make an assessment of the facts and circumstances to ascertain the quality, fitness, capacity and trustworthiness of each bidder. It is the purpose of this questionnaire to assist in determining contractor responsibility, and to aid the District in selecting the lowest responsible bidder (when the District does not opt to reject all bids).

Bidders must have completed the questionnaire, truthfully and completely, at least once since **May 15, 2015** to be considered for award on this project. If you completed this questionnaire since that date, you must certify that the data previously submitted is still true and accurate. Bidders must either complete the entire questionnaire or certify the previously submitted data as still current, truthful, and accurate, to be determined responsible and responsive to the bid announcement.

Bidders must answer all questions and provide all requested information, where applicable. If the answer to any question is "none" or is not applicable, please so state in writing. The District will evaluate bidders not only on the information contained in this questionnaire, but also using any and all information available through other sources, including District records, staff or representatives, interviews, and/or reference checks. Based on a complete evaluation, the awarding authority has sole and discretionary judgment to determine if the bidder is deemed responsible and/or qualified to perform the work. Bidders discovered to have omitted required information or provided false, misleading, or substantively incorrect statements, as determined solely by the District, will be disqualified from bidding. The District reserves the right to waive minor irregularities and to make all final determinations regarding prospective bidders responsibility, fitness, and/or qualifications.

1. Experience: Describe three (3) public works or school district projects that your firm completed within the last three years, either as a Prime or Subcontractor, where your scope of work was similar in building size, scope, contract value and complexity to the proposed project.

A. Project Name: _____

Location: _____ Date completed: _____

Project Description (Scope of work, similarities to current advertised project):

Owner's Representative Name: _____ Ph number: _____

General Contractor Name _____ Ph number: _____

(If you were a Subcontractor):

Your base contract amount: \$ _____ Final contract amount : \$ _____

Explain difference from Base Contract amount, if any. _____

Days past contract completion date (excl. authorized time extensions): _____ days

B. Project Name: _____

Location: _____ Date completed: _____

Project Description (Scope of work, similarities to current advertised project):

Owner's Representative Name: _____ Ph number: _____

General Contractor Name _____ Ph number: _____

(If you were a Subcontractor):

Your base contract amount: \$ _____ Final contract amount : \$ _____

Explain difference from Base Contract amount, if any. _____

Initial contract time: _____ days Time extensions: _____ days

Days past contract completion date (excl. authorized time extensions): _____ days

C. Project Name: _____

Location: _____ Date completed: _____

Project Description (Scope of work, similarities to current advertised project):

Owner's Representative Name: _____ Ph number: _____

General Contractor Name _____ Ph number: _____

(If you were a Subcontractor):

Your base contract amount: \$ _____ Final contract amount : \$ _____

Explain difference from Base Contract amount, if any. _____

Initial contract time: _____ days Time extensions: _____ days

Days past contract completion date (excl. authorized time extensions): _____ days

2. Financial Data: Complete the table below using data from your most recent completed accounting fiscal year and most recent completed accounting fiscal quarter. (Bidder may be required to submit a financial statement upon request.).

Financial Ratios	Ratio Calculation	Previous Fiscal Year	Ratio 1	Most Recent Quarter	Ratio 2
Current Ratio	Current Assets	a	a) b	e	e) f
	Current Liabilities	b		f	
Debt Ratio	Total Debt	c	c) d	g	g) h
	Total Net Worth	d		h	

3. Licensing: Your License Number: _____ (Bidder must be a licensed contractor in California for the appropriate classification for the project being advertised.)

a. Has your license ever been revoked or suspended?

YES NO If yes, please explain (include dates, alleged misconduct, findings, and terms of the revocation or suspension).

b. Has a complaint ever been filed with the Contractor’s State License Board against your company that required a formal hearing or inquiry?

YES NO If yes, provide explanation

c. Have you ever been licensed in California under a different name or license number?

YES NO If yes, provide name and/or license number.

Was that license ever revoked or suspended?

YES NO If yes, provide explanation

4. Safety: Has Cal OSHA, Federal OSHA, the EPA or any Air Quality Management District cited your firm in the past three (3) years?

YES NO If yes, attach a copy and description of each citation.

5. Arbitration and Litigation History: Has your firm had any claims, litigation, or disputes ending in mediation or arbitration, or termination for cause associated with any project (either by your company or against your company) in the past five (5) years?

YES NO If yes, attach a description of each instance including details of total claim amount, settlement amount and owner's name and phone number.

6. Prior Disqualifications, Criminal Matters, and Related Civil Suits:

a. Has your firm ever been disqualified from performing work for the Lake Tahoe Unified School District?

YES NO If yes, provide the following information:

Project name: _____

Date of disqualification: _____

Duration of disqualification: _____

Reason for disqualification: _____

b. Has your firm ever been disqualified from performing work for any contracting entity other than the Lake Tahoe Unified School District:

YES NO If yes, provide the following information:

Contracting Entity Name: _____

Date of disqualification: _____

Duration of disqualification: _____

Reason for disqualification: _____

c. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

YES NO If "yes," explain who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

- d. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction work, fraud, theft, or other act of dishonesty?

YES NO If "yes," explain who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

Questionnaire Certification

The undersigned declares under penalty of perjury that all information submitted in this questionnaire is current, true and accurate, and that this declaration was executed by the undersigned on:

(Date)

(Name and Title) printed or typed

(Signature)

(Firm Name)

OR

Previously Submitted Questionnaire Certification

(Questionnaires completed prior to May 15, 2015 are no longer valid)

The undersigned declares under penalty of perjury that all information previously submitted to the District remains to be complete, true, and correct, and that this declaration was executed by the undersigned on:

(Date)

(Name and Title) printed or typed

(Signature)

(Firm Name)

CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____ between Lake Tahoe Unified School District, a political subdivision of the State of California, hereinafter referred to as District, and _____ hereinafter referred to as Contractor;

WITNESSETH:

WHEREAS, the Governing Board of said District heretofore caused specifications and plans for the work hereinafter mentioned to be prepared, and thereafter did approve and adopt said specifications and plans; and,

WHEREAS, the Governing Board of said District did cause to be noticed for the time and in the manner required by law a Notice inviting sealed bids for the performance of said work; and,

WHEREAS, Contractor, in response to such Notice, submitted to the Governing Board of said District within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid and proposal, and the other bids and proposals submitted in response to said Notice, the Governing Board of District publicly opened and canvassed in the manner provided by law; and,

WHEREAS, Contractor was the lowest responsible bidder for the performance of said work, and said Governing Board of District, as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for the work and award to him a contract therefor.

NOW, THEREFORE, in consideration of the above, it is mutually agreed between the parties hereto as follows, to wit:

1. SCOPE OF WORK

The replacement of a walk-in freezer with a cooler/freezer combo at Bijou Community School. The work consists of all of the following:

- Removal and disposal of existing walk-in freezer.
- Install new combo cooler/freezer with common wall.
- Supply and install refrigeration equipment.
- Vendor will provide new Custom Cooler (or approved equal) walk-in with cooler/freezer per plans and layout.
- Provide interior ramps at each entrance.
- Completely 100% foamed-in-place urethane insulated panels are to be provided.
- Walk-in should have locks and keys furnished. Door handles area also provided with an interior safety release to prevent entrapment
- Doors shall be equipped with NSF approved PVC accordion-type magnetic gasket and adjustable double sweep to insure seal around door perimeter.
- All ceiling of walk-ins must be NSF approved finish (galvanized aluminum).
- Provide interior LED light fixtures (Kason 1808 or equivalent).
- Walk-in shelving to be 4 tier Metro PR Pro Series, Metroseal epoxy coated corrosion-resistant finish with Microban antimicrobial protection, NSF with lift-off polymer shelf mats.

- One year parts warranty, seven year warranty on Microban epoxy.
- Exterior finish on box will be primer, ready for painting.

2. TERMS AND CONDITIONS

The complete contract includes all Contract Documents, including the Notice To Contractors, Instructions to Bidders, Bid Form, Designation of Subcontractor(s), Worker’s Compensation Certificate, Faithful Performance Bond, Payment Bond, Change Orders, Shop Drawings Transmittals, all qualification forms submitted, if any, Non-Collusion Affidavit, Insurance Certificates, Guaranties, Contractor’s Certificate Regarding Non-Asbestos Containing Materials, if any, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Plans, Drawings and Specifications prepared by Lake Tahoe Unified School District and their agents, dated April 19, 2019, this Contract, and all Modifications, Addenda and Amendments thereto, by this reference incorporated. The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

All of said work done under this contract shall be performed to the full satisfaction of the Board of Education of District or its representatives, who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not strictly comply with said plans and specifications. The District shall further have the right to require Contractor to replace any and all work furnished by Contractor which shall not either in workmanship or material be in strict accordance with said plans and specifications. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation. Additionally, the Contractor shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the Contract documents. If so alleged, the Contractor must protest at the time of such alleged prevention that the act or omission is preventing Contractor from fully complying with the Contract Documents. Such protests shall not be effective unless reduced to writing and filed with the District within three (3) working days from the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

Upon condition the Contractor faithfully performs its obligations herein, District agrees to authorize and request payment to Contractor (subject to the terms and conditions of the Contract Documents) the sum of _____ (\$ _____)

The General Conditions and the definitions are an integral part of the Contract Documents. In addition to signing the Contract, Contractor shall initial this paragraph immediately below acknowledging that the General Conditions, and Supplemental Conditions, if any, and the definitions have been read, understood and accepted by Contractor. Contractor shall not disclaim knowledge of the meaning and effect of any term or provision of these General Conditions, and Supplemental Conditions, if any, and agrees to strictly abide by their meaning and intent. **If the Contractor fails to initial below, the District shall have the right to declare the Contract unexecuted and to terminate the Contract in accordance with California Public Contract Code Section 5106.**

CONTRACTOR’S INITIALS: _____

3. CLASSIFICATION OF CONTRACTOR'S LICENSE

Contractor shall hold a valid Class B General Building Contractor's License or a C38 Refrigeration Licence issued by the California Contractor's State License Board.

4. DATE FOR COMPLETION OF CONSTRUCTION

Contractor shall commence work on the Project no later than May 15, 2019 per the Notice to Proceed and complete the Project by August 15, 2019. Due to budget constraints (and grant deadlines), the majority of the refrigeration equipment must be delivered and billed out by June 30th, 2019.

5. LIQUIDATED DAMAGES.

Time is of the essence. If the work is not completed in accordance with Article 4 above, it is understood that District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code section 53069.85, it is agreed that Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the sum of \$500.00 dollars for each calendar day of delay until work is completed and accepted. This amount shall be deducted from any payments due or to become due to Contractor. Contractor and Contractor Surety shall be liable for the amount thereof. Time extension may be granted by the District as provided in Article 36, Delays, of the General Conditions.

6. OTHER PROVISIONS OF LAW

Each and every provision of law and clause required by law to be inserted shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

IN WITNESS WHEREOF, District and Contractor have caused this Agreement to be signed as of the day and year first above written.

**LAKE TAHOE UNIFIED
SCHOOL DISTRICT
1021 Al Tahoe Boulevard
South Lake Tahoe, CA 96150**

(Contractor-info)

License No. _____

James Tarwater, LTUSD Superintendent

Signature

Date

Date

Bond Number:
Premium:

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, the Lake Tahoe Unified School District, State of California, hereinafter designated as the "Obligee," has on _____, 2016, awarded to _____ hereinafter designated as "Principal," a contract for the construction of _____ located at _____

_____ (Contract No.) _____, and
(address)

WHEREAS, said Principal is required to furnish a bond in connection and with said contract, providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth:

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

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, or any of his or its subcontractors, shall fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or any amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department of the State of California, from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code of the State of California with respect to such work or labor, as required by the provisions of Section 3225 and following of the Civil Code of the State of California, then said Surety will pay the same in, or to an amount not exceeding the amount, hereinabove set forth, and also will pay, in case suit is brought upon this bond, reasonable attorneys' fees to such claimant and to the Obligee as shall be fixed by the Court.

This bond is issued pursuant to Civil Code Sections 3247 through 3252, inclusive, of the State of California, and shall inure to the benefit of any and all persons, companies, and corporations named in Section 3181 of said Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying the same shall, in any way, affect its 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, or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above-bounden parties have signed this instrument under their seals this _____ day of _____, 2016, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

(SEAL)

Principal: _____
(Name of Firm)

By: _____
(Signature)

(Printed Name)

(Title)

(SEAL)

Surety: _____
(Name of Firm)

Address for Notices:

By: _____
(Signature)

(Printed Name)

(Title)

(This bond must be submitted in sets of four, each bearing original signatures. The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public. These bonds must be accompanied by a current Power of Attorney appointing such Attorney-In-Fact.)

Bond Number:
Premium:

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS the Governing Board of the Lake Tahoe Unified School District, State of California, hereinafter designated as the "Obligee," has on _____, 2016, awarded to _____ hereinafter designated as the "Principal," a contract for the construction of Sierra House Elementary Nature Walk Fence and the associated site improvements located at 1709 Remington Trail., South Lake Tahoe, CA.

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreement in the said Contract, and any alterations made as therein provided, including but not limited to, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue, and Principal and Surety, in the event suit is brought on this bond, will pay to the Obligee such reasonable attorneys' fees as may be fixed by the Court.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the said Obligee from loss or damage made evident during said period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying the same, shall, in any way, affect its 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, or to the work or to the specifications. Said Surety hereby waives the provisions of Section 2819 and 2845 of the Civil Code of the State of California.

Whenever Contractor/Principal shall be, and is declared by the District to be, in default under the contract, the District having performed the District's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the District, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by the District under the contract and any modifications thereto, less the amount previously properly paid by the District to the Contractor/Principal.
3. 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 Principal.
4. Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for the completion of the work if the District, when declaring the Contractor/Principal in default, notifies Surety of the District's objection to Contractor's/Principal/s further participation in the completion of the work.
5. No right of action shall accrue on this bond to or for the use of any person or corporation other than the District named herein or the successors or assigns of the District. Any suit under this bond must be instituted within the applicable statute of limitations period.
6. Contractor/Principal and Surety agree that if the District is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay District's reasonable attorney's fees incurred, with or without suit, in addition to the above amount.

IN WITNESS WHEREOF, the above bounden parties have signed this instrument under their seals this _____ day of _____, 2016, 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.

(SEAL)

Principal: _____
(Name of Firm)

By: _____
(Signature)

(Printed Name)

(Title)

(SEAL)

Surety: _____
(Name of Firm)

Address for Notices:

By: _____
(Signature)

(Printed Name)

(Title)

(The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public, and this bond must be accompanied by a current Power of Attorney appointing such Attorney-In-Fact. This bond must be submitted in sets of four, each bearing original signatures.)

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

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

I, _____, _____,
(Name) (Title)

certify that _____ is currently registered as a contractor with the Department of Industrial Relations (DIR).

Contractor's DIR Registration Number _____ Expiration Date

Contractor further acknowledges:

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

Failure to comply with any of the above may result in a determination of non-responsiveness. I declare under penalty of perjury under California law, that the foregoing is true and correct.

_____ (Signature)

_____ (Date)