



**SMALL PROJECT with BONDS**

Public Works Projects under the  
California Uniform Public Construction Cost Accounting Act  
(CUPCCAA)

**COST PROPOSAL**

Between \$25,000.00 - \$60,000.00

Return Proposal by: \_\_\_\_\_

Return Proposal to: \_\_\_\_\_

DESCRIPTION / SCOPE OF WORK	TOTAL PROPOSAL AMOUNT
<p>Please provide detailed quote. Do not include federal excise tax. If sales tax applies, show as separate item. Attach additional paperwork if necessary.</p>	<p>\$ _____</p>

Walk-Through Date/Time: \_\_\_\_\_ Required: YES

Projected Project Start Date: \_\_\_\_\_ Lead Time Required: \_\_\_\_\_

Estimated Time of Completion: \_\_\_\_\_ Bonds Required: **YES** NO

The undersigned declares under penalty of perjury under the laws of the state of California that the representations made in this proposal are true and correct.

\_\_\_\_\_  
Name of Firm

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Contractor License No. Type Expiration Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
DIR Number Expiration Date

<i>For District Use Only</i>		
<input type="checkbox"/> Public Project PWC100 required CPR and upload required		<input type="checkbox"/> Maintenance Work PWC100 required CPR and upload required
<input type="checkbox"/> Proposal Accepted _____	<input type="checkbox"/> PWC 100 _____	<input type="checkbox"/> NOC _____
<input type="checkbox"/> CSA on file _____	<input type="checkbox"/> Bonds _____	<input type="checkbox"/> Board _____
<input type="checkbox"/> Valid CSLB _____	<input type="checkbox"/> Req # _____	<input type="checkbox"/> Final Pmt _____
<input type="checkbox"/> Valid DIR _____	<input type="checkbox"/> PO # _____	<input type="checkbox"/> _____

## Award of Contract

Award of contract is subject to valid Contractor's Standard Agreement on file with required certificates of insurance. A proposal or bid shall not be accepted nor any contractor or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work.

General Terms and Conditions are incorporated into the Contractor's Standard Agreement and are available on the internet at

<https://resources.finalsite.net/images/v1551296001/lo diusdnet/pcvz1wellcxeamsponu/CUPCCAAGeneralTermsandConditions2019ADA.pdf> and may be downloaded and printed for your files.

No work or services should be provided prior to receiving an authorized contract (purchase order). The District is not obligated to make any payments on any agreement prior to authorizing and executing a contract. For work satisfactorily performed and after receipt of a property documents and submitted application for payment, **payment for the work shall be made in a lump sum within 45 days after the District's Governing Board's written acceptance of the work.**

## Public Works Projects Over \$1,000 - Prevailing Wages Must be Paid

The project is a public works project subject to California Labor Code section 1770 et seq., The Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the District's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the selected contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this contract. Contractor shall post on site all required job site notices as prescribed by law or regulation.

A public works project under Labor Code section 1720(a) means:

- Construction, alteration, demolition, installation, or repair work done under contract and paid in whole or in part out of public funds.
- It can include preconstruction and post-construction activities related to a public works project.

Maintenance work under Public Contract Code section 22002(d) means:

- Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operating facility for its intended purposes.
- Minor repainting
- Resurfacing of streets and highways at less than one inch.
- Landscape, maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
- Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems.

Anyone working on a public works project over \$1,000 must be paid prevailing wages as determined by DIR.

Projects of \$30,000 or more must meet DIR's apprenticeship requirements. Failure to comply with public works requirements can result in civil penalties, criminal prosecution, or both.

# INDEPENDENT CONTRACTOR STUDENT CONTACT FORM

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

Supervisor/Foreman Name: \_\_\_\_\_

Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Location of Work: \_\_\_\_\_ Hours of Work: \_\_\_\_\_

Length of Time on Grounds: \_\_\_\_\_

Number of Employees on the Job: \_\_\_\_\_

Yes      No

Employees will have more than limited contact with students as determined by District or if by Contractor, please explain:

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

If yes, the following steps will be taken to ensure student safety (check):

A physical barrier will be installed at the worksite to limit contact with pupils.

Employees will be continually monitored and supervised by an employee who has not been convicted of a violent or serious felony.

Name of Supervising Employee:

\_\_\_\_\_

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:

\_\_\_\_\_

Name of employee who is the custodian of the Department of Justice verification information:

\_\_\_\_\_

District agrees: Employees will be surveilled by District's personnel.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

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

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

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

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

*Note: This document must be executed and submitted with the Proposal*

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**PAYMENT BOND**  
(Labor and Material)

**KNOW ALL MEN BY THESE PRESENTS:**

That WHEREAS, Lodi Unified School District (the "Owner" of the public works project described below) and \_\_\_\_\_, hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct:

\_\_\_\_\_

Which said agreement dated \_\_\_\_\_, \_\_\_\_\_, and all of the Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

**NOW, THEREFORE, THESE PRESENTS WITNESSETH:**

That the said Principal and the undersigned \_\_\_\_\_ ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

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

(To be signed by \_\_\_\_\_ )  
(Principal and Surety, \_\_\_\_\_ )  
(and acknowledged and \_\_\_\_\_ )  
(Notarial Seal attached \_\_\_\_\_ )

\_\_\_\_\_  
Principal

\_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_

The above bond is accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

that we, \_\_\_\_\_ as  
Principal and \_\_\_\_\_ as Surety, are held and firmly  
bound unto the Lodi Unified School District, in the County of San Joaquin, State of California, hereinafter  
called the "Owner", in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the  
payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and  
successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner,  
the terms of which are incorporated herein by reference, dated \_\_\_\_\_, \_\_\_\_\_, for construction  
of:

\_\_\_\_\_

The condition of this obligation is such that, if the Principal shall well and truly perform and fulfill all the  
undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said  
Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety,  
and for the period of time specified in the Contract after completion for correction of faulty or improper  
materials and workmanship and during the life of any guaranty or warranty required under the Contract, and  
shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of  
any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is  
to be void, otherwise to remain in full force and virtue.

And 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 obligation 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.

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety  
performing its obligations under this bond.

**IN WITNESS WHEREOF**, the above-bounden parties have executed this instrument under their several seals  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its  
governing body.

(To be signed by )  
(Principal and Surety, )  
(and acknowledged and )  
(Notarial Seal attached )

(Affix Corporate Seal)

\_\_\_\_\_  
(Individual Principal)

\_\_\_\_\_  
(Business Address)

(Affix Corporate Seal)

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

(Affix Corporate Seal)

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged is \_\_\_\_\_.

The above must be filled in by Corporate Surety.