

**Buena Park School District**  
**6885 Orangethorpe Ave,**  
**Buena Park, CA 90620**



**Bid Request for:**  
**Buena Park School District BID**  
**BID #252603 BPSD-Concrete Project BID 05232025**  
**Concrete Project**

**Released: Wednesday, May 28, 2025**  
**Bid Due Date: Wednesday, June 18, 2025, at 1:00 pm, PST**

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## **BUENA PARK SCHOOL DISTRICT**

Public notice is hereby given that the Buena Park School District of Orange County, California, hereinafter referred to as the District, will receive up to, but not later than **1:00 pm PST on June 18, 2025**, bids for the award of a contract for **BID #252603 BPSD-Concrete Project-05232025**.

**There will be a mandatory job walk and conference at Pendleton School (meet at the flag pole) 7101 Stanton Avenue, Buena Park, CA 90621 on June 6, 2025, @ 10:00 AM. And then continuing @ Whitaker School, 8401 Montana Avenue, Buena Park, CA 90621. Any submitter failing to attend the entire job walk and conference will be deemed nonresponsive and will have their quote returned.**

### **Miscellaneous Information**

Each bidder shall be a licensed contractor pursuant to the California Business and Professions Code and be licensed to perform the work called for in the Contract Documents. The successful bidder must possess valid and active contractor's licenses as detailed in the requirements at the time of award and throughout the duration of this Contract. The Contractor's California State License number shall be clearly stated on the bidder's bid.

Subcontractors shall be licensed pursuant to California law for the trades necessary to perform the Work called for in the Contract Documents.

Each bid must strictly conform with and be responsive to the Contract Documents as defined herein.

In accordance with California Public Contract Code Section 22300, the Owner will permit the substitution of securities for any monies withheld by the Owner to ensure performance under the Contract.

Prevailing wages are applicable to the Project. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code Sections 1720 et seq., it shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

The Contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

The purpose of this Request for Bid is to provide the District with a qualified construction contractors, hereinafter referred to as the Vendor, who can meet the current and future construction needs for the District in the most cost-effective manner.

Both signed hard copy of the bid submission and a digital copy in PDF format is required. Digital submissions can be provided on a submitter furnished USB pen drive with the hard copy of the bid. Digital bids on a USB Pen Drive, or hard copy bids shall be received in the District Office located at 6885 Orangethorpe Ave., Buena Park, CA 90620.

Each bid must conform and be responsive to the bid documents, copies of which may be obtained on or after May 28, 2025, from the District website at: <https://www.bpsd.us/requests>. Prospective bidders may also request a bid via email at [submissions@bpsd.us](mailto:submissions@bpsd.us).

All bids shall be provided in hard copy and in Digital PDF format as well. Hard copies of the bid or a digital copy of the bid on a USB pen drive shall be sent to the address listed above. Each bid must strictly conform with and be responsive to this notice, the Instructions for Vendors, and other bid documents. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bid. Any bid received after the specified date and time will not be opened nor viewed. Late submissions will be deemed unresponsive. No submitter may withdraw a bid for a period of sixty (60) calendar days after the opening of the bids. Per Public Contract Code Section 20118.2, all bidders must honor their bids, as submitted, after the date bids are opened by the District. All bids received before the deadline will be opened and read in an open session at the District Office.

If the Vendor chooses to offer alternative services than described in this bid request, they must describe, in detail, how their proposed services will satisfy the requirements.

Michael Magboo, Chief Operating Officer  
Buena Park School District

Dates of Advertisement: May 28, 2025, and June 4, 2025

## **INTRODUCTION**

The Buena Park School District (“District”) is requesting bids from qualified firms for concrete demolition and replacement project (“Project”). The work is a demolition and replacement of concrete at Pendelton and Whitaker Elementary Schools. While this bid focuses on the above project, the firm selected may, at the sole discretion of the District, be engaged in other projects as designated by the District.

There will be a mandatory job walk and conference at Pendleton School (meet at the flag pole) 7101 Stanton Avenue, Buena Park, CA 90621 on June 6, 2025, @ 10:00 AM. And then continuing @ Whitaker School, 8401 Montana Avenue, Buena Park, CA 90621. Any submitter failing to attend the entire job walk and conference will be deemed nonresponsive and will have their quote returned.

## **OVERVIEW**

**The District is requesting bids from qualified firms for demolition and replacement of concrete at Pendleton and Whitaker Elementary Schools. The goals of the project are to:**

- Demo and remove all concrete identified as tripping hazards at Pendleton Elementary School
- Demo and remove all identified trees and concrete planters at Pendleton Elementary School
- Replace all concrete leaving a four-foot radius area for future tree replacement in accordance with the supplied information at Pendleton Elementary School
- Demo and remove all concrete identified at Whitaker Elementary School
- Install a trench or French drain at Whitaker Elementary School
- Replace all concrete in accordance with the supplied information at Whitaker Elementary School

## **REQUIRED QUALIFICATIONS**

**The following qualifications are required for the firm providing the Services. The qualifications must be met by staff or under subcontract, as described below:**

- An B and a C-8 contractor license

In addition to complying with the above requirements all contractors or subcontractors are required to be prequalified with the District. Prequalification information is located on the District website at [www.bpsd.us/prequal](http://www.bpsd.us/prequal).

**Buena Park School District** (District) reserves the right to contract for additional construction work not identified in this bid.

**Submission Instructions:**

All bids shall be provided in hard copy and in Digital PDF format as well. Hard copy submitters must provide at least one (1) original copy of the bid submittal. Hard copy and digital submissions in PDF on a USB pen drive shall be submitted no later than **1:00 pm PST, Wednesday, June 18, 2025**, at the District Office, located at **6885 Orangethorpe Ave., Buena Park, CA 90620**, in care of the Chief Operating Officer.

**Buena Park School District**

BID #252603 BPSD-Concrete Project-05232025  
6885 Orangethorpe Ave.  
Buena Park, CA 90620

E-mail requests for information (RFIs) must be received by Friday, June 11, 2025, by 3:00 pm PST to: [mmagboo@bpsd.us](mailto:mmagboo@bpsd.us). The District will respond to all RFIs no later than Monday, June 12, 2025, by 1:00 pm PST on the District website: [www.bpsd.us/requests](http://www.bpsd.us/requests).

***The District will not respond to phone call inquiries***

**Bid Due Date: Thursday, June 18, 2025 @ 1:00 pm PST**

## **Schedule of Dates**

<b>Request for Bid posting:</b>	Wednesday, May 28, 2025
<b>Dates of Advertisement:</b>	May 28, 2025 & June 4, 2025
<b>Mandatory Job Walk:</b>	June 6, 2025 @ 10:00 AM
<b>Last day for Questions:</b>	Friday, June 11, 2025, @ 3:00 PM
<b>District will post answers to <a href="http://www.bpsd.us/requests">www.bpsd.us/requests</a>.</b>	Monday, June 12, 2025, @ 1:00 PM
<b>Bid Due Date:</b>	Wednesday, June 18, 2025 @ 1:00 PM
<b>Contract Opening:</b>	Wednesday, June 18, 2025 @ 1:00 PM



## **INSTRUCTIONS TO VENDORS**

### **1. Preparation of the Bid Form**

In order to receive consideration, bids must be received on or before the advertised closing date and not later than the time displayed therein. Hard copy bids and digital copies in PDF format on a pen drive received from prospective vendor, must be in a sealed container or envelope and must be conspicuously marked with the legal bid number, project name, closing date. Any bid received after the scheduled closing time for receipt of bids will be returned to the vendor unopened

The bids will be **read in an open session** at the time and location to be determined by the District (refer to Schedule of Dates). District reserves the right to accept, reject or disqualify any or all bids and be the sole judge regarding the suitability of the products, services or supplies offered, and whether deviations are acceptable. District further reserves the right to not necessarily purchase all items, or the full quantity of each item listed in the bid document.

### **2. Signature**

Bids must be signed in the name of the vendor and must bear the signature in longhand of the person or persons duly authorized to sign on behalf of the vendor.

### **3. Modifications**

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative bids or any other modification of the bid form which is not specifically called for in the contract documents may result in the District's rejection of the bid as not being responsive to the invitation to bid.

### **4. Erasures**

Bids submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin adjacent to the correction the surname or surnames of the persons signing the bid. In the case of an error in an extension, the unit price upon which the extension is based shall take precedence.

### **5. Withdrawal of Bids**

Any vendor may withdraw his bid either personally by written request, or by telegraphic request confirmed in the manner specified above any time prior to the scheduled closing time for receipt of bids.

### **6. Agreements and Bonds**

Proposed Agreement which the successful vendor will be required to execute and the forms and amounts of surety bonds which he will be required to furnish at the time of execution of the Agreement are included in the contract documents and should be carefully examined by the vendor. If exceptions are required clearly state those exceptions by marking through the areas of concern and provide the alternative wording for District review.

**7. Interpretation of Plans and Documents**

If any person contemplating submitting a bid for the proposed project is in doubt as to the true meaning of any part of the drawing, specifications or other contract documents, or finds discrepancies in, or omissions from the drawings, specification or documents, he may submit to the District a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its delivery. Any interpretation or correction will be made only by addendum duly issued, and a copy of such addendum will be delivered to each person receiving a set of the contract documents.

**8. Vendors Interested in More Than One Bid**

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-bid to a vendor, or that has quoted prices of materials to a vendor, is not thereby disqualified from submitting a sub-bid or quoting prices to other vendors or making a prime bid.

**9. Evaluation**

All bids satisfying the requirements of this bid will be evaluated to establish which of the offers best fulfills the needs of the District and this project. The District reserves the right to be the sole judge of the qualification of products, and/or services being offered, suitability of the services offered by the bidder.

All bids received by the specified deadline will be reviewed by the District for completeness, content, experience, and qualifications. For those firms deemed most qualified, further evaluation, reference checks and interviews may be conducted as part of the final selection process. However, the District reserves the right to complete the selection process without proceeding to an interview process and may choose to select based on the information supplied in the Statement of Qualifications. Award shall be made to the responsible consultant(s) whose bid is determined to be the most advantageous to the District, taking into consideration price and adherence to the terms and conditions of this BID. The District will enter into a Contract with the successful Consultant for the specified services. Consultants who are not selected by the District will be notified in writing. Nothing herein shall obligate the District to award a contract to any responding consultant.

**10. Award of Contract**

District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids. The award of the contract, if made by the District, will be to the responsible vendor based on the above selection criteria. District realizes that conditions other than price are important and may award based on individual items proposed, or any combination of individual items, or upon a cumulative total of all items in the bid; whichever method is determined to be in its best interests; may reject any or all bids, any part of a bid, or may waive any informality in a bid.

## **Governing Law; Venue and Jurisdiction:**

ANY AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE AGREEMENT IS EXECUTED, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THE AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

### **11. Alternatives**

If alternate bids are called for, the contract may be awarded at the election of the Governing Board to the responsible vendor based on the above criteria, or on the base bid and any alternate or combination of alternates.

### **12. Evidence of Responsibility**

Upon the request of the District, a vendor whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the vendors financial resources, his experience in the field and his organization or other factors contributing to the successful execution and completion of the contract.

### **13. Forfeiture for Failure to Execute Contract**

In the event the vendor to whom an award is made fails or refuses to execute the contract within five calendar days from the date receiving notification that he is the vendor to whom the contract is awarded, the District may declare vendor's bid deposit or bond forfeited as damages caused by the failure of the vendor to enter into the contract, and may award the work to the next lowest vendor, or may call for new bids.

### **14. Anti-Discrimination**

It is the policy of the District that in connection with all work performed, materials purchased or supplies provided under any contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The supplier agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code section 1410 and Labor Code section 1735. In addition, the supplier agrees to require like compliance by any sub-suppliers employed on the work by him.

### **15. Brand or Trade Names as a Description**

Certain specifications, brand names and the like are set forth for the purpose of setting a standard and are not intended to preclude any vendor from submitting a bid who can substantially meet these specifications. Vendors may propose equipment equal to those specified herein, but each deviation from the specification must be set forth in detail.

**16. Addenda**

Addenda or changes to the project specification may be issued by the District prior to bid opening and any addenda so issued must be included in the contractors' bid cost.

**17. Time for Opening**

The date and time stated in the Notice Requesting Bids, Schedule of Important Dates, and other places in this document is interpreted to mean the exact day and hour stated. That is if the closing time is **1:00 pm PST on Wednesday, June 18, 2025, any Bids received after this date and time will be deemed late and not accepted.** The bids will be **opened and read in an open session** at the **District Office as identified in the "Schedule of Dates" section of the BID, or at a time and date to be determined by the District after the closing date and time.**

**18. Sample Documents**

This bid may contain sample documents; Bid Bond, Performance Bond, Payment Bond, and Agreement. The bond documents are supplied for information but may be used in execution of the Bid and resulting contract. However, Agreement is our preferred document. Under extreme circumstances, it may be modified based on comments supplied at the time of bid, after review by legal counsel. If vendor chooses to use the sample bond documents, they must be executed by the appropriate surety. In the event of the Agreement, return a copy of the included document along with any proposed amendments as part of your bid. If the vendor has no comment, be certain to return the Agreement marked, "Accepted without Comment."

**19. References and Bid Submission**

All submittals shall include client references. Failure to provide three (3) successful references shall be considered to be non-responsive to this specification. All references shall reflect installations that have been successfully completed within K-12 educational institutions, and preferably for systems of the same type and size as bid, and in the local geographical area (within 100 miles). References shall include:

- Customer name, contract, and title
- Address and telephone number
- Project and date completed

## **SUBMITTAL REQUIREMENTS**

Each vendor shall respond to each item noted below and must follow the format described below. Submitted materials are limited to 8-1/2 x 11 sized papers and in PDF. Late responses will not be accepted.

### **A. COVER LETTER/LETTER OF INTEREST**

- a. Must include name of firm, address, telephone and fax numbers, and name of Principal to contact. The letter must be signed by a representative of the firm with authorization to bind the firm by contract.

### **B. DESCRIPTION OF FIRM AND KEY SUB-CONSULTANT FIRMS**

- a. Qualified Firm
- b. Name, address, contact numbers, e-mail, website, and summary of the responding firm's experience with public school projects.
- c. Type of business entity:
- d. Information on the type of entity and its ownership
- e. Size of staff, number of professionals which will perform the work.
- f. Location of its principal office.
- g. History, number of years in business in California
- h. All applicable licenses including license numbers and expirations dates.
- i. Sub-Consultant Firms
- j. Describe the relationship of your firm and any sub-consultants.
- k. For each sub-consultant firm, provide the following information:
  - i. Description of the services the firm will be providing.
  - ii. Location of office which will perform the work.
  - iii. Size of staff, number of professionals in the office which will perform the work.
  - iv. All applicable licenses including license numbers and expirations dates.
  - v. Description of extent and duration of prior working relationship with your firm (number and type of projects, number of years)

### **C. RELEVANT EXPERIENCE**

- a. List relevant K-12 school projects and include:
- b. Project name and location
- c. Year completed or current status
- d. Client, contact person, and phone number
- e. Project cost
- f. Key consultant firms (structural, mechanical, electrical, civil, etc.)

### **D. FIRM TRACK RECORD**

- a. Has your firm ever been terminated or dismissed by a client or replaced by another firm during any educational and/or related project? If so, explain in detail.
- b. Describe by example your experience in meeting schedules and timelines. Describe an approach you have taken to expedite a schedule.

- c. Describe by example your experience in meeting budgets. Describe by example an approach you have taken to bring a project back into budget.
- d. Provide a statement of your firm's financial stability.
- e. Does your firm have any current or pending litigation? If so, please describe.
- f. Has your firm ever defaulted on a contract within the past five (5) years or declared bankruptcy, or been placed in receivership within the past five (5) years?
- g. Name of the prime professional license holder exactly as on file with the requisite licensing authorities.

## **General Conditions**

### **1. General**

All prices shall be quoted FOB destinations, to the District Office at the time of order. No additional freight, drayage or labor charges will be permitted. Bids which are conditional upon an "all or nothing" clause for favorable terms or delivery will not be considered.

### **2. Alternative Offerings**

Whenever in these specifications any equipment or material is indicated or specified by patent or proprietary name or by the name of a manufacturer, such specifications shall be deemed to be sued for the purpose of facilitating description of the equipment or materials desired and shall be deemed to be followed by the words "or equivalent." Vendors may propose equipment or materials equal to those specified herein, but must furnish complete specifications of each item and, if requested to do so, a sample of the item proposed. Such specifications and samples must be furnished no later than five (5) days prior to bid opening at no cost or obligation to the District for the purposes of testing and evaluation. If not consumed or destroyed in such testing, the sample will be returned to the vendor after award of bid is made. Unless an alternate make and model is indicated in the space provided, it is agreed all items proposed are as named in the specifications. Substitution of equipment after the award will not be permitted.

### **3. Market Price**

Market price shall be determined by soliciting two or more informal price Bids for similar products or services contained in the contract. These informal Bids may be secured from participants in the initial bid as well as new sources of supply. However, in no event shall the prices come from prospective vendors who cannot comply with the original bid specifications, terms or conditions. Seller may propose market price changes to buyer for evaluation; buyer may in turn request price changes from seller.

### **4. Freight Terms**

All prices shall be quoted FOB destination, unpacked, assembled (if necessary) to the designated site(s) at the time of order. No additional freight, drayage or labor charges will be permitted. Bids which are conditional upon an "all or nothing" clause for favorable terms or delivery will not be considered. All cartons and other packaging materials to be removed from the site by the vendor or his agents.

### **5. Shipments**

All line items shall be delivered to the District Warehouse, complete as requested in one shipment. Partial line item delivery shall not be accepted without prior consent. Payment for partial line items shall be delayed until the complete quantity has been received by District warehouse. NOTE: This does not mean that the District will not accept a partial purchase order delivery, as long as the total quantity requested for each line item is included in the shipment.

### **6. Marking of Packages**

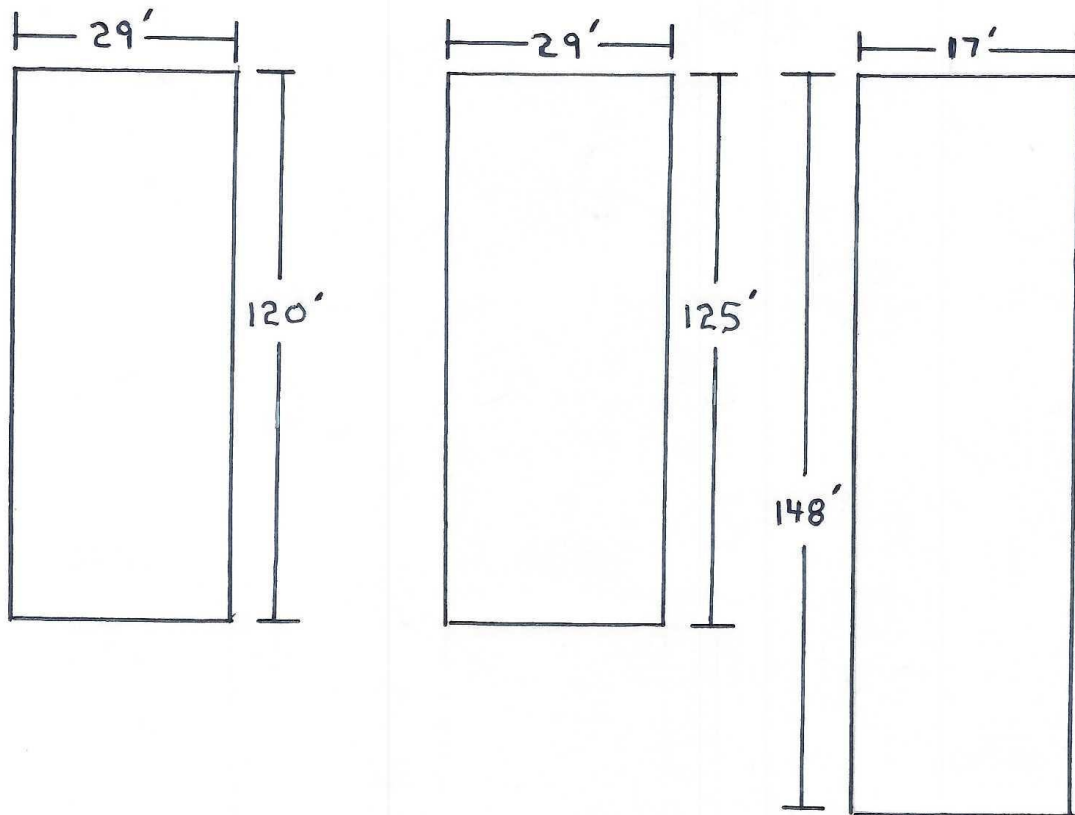
Each package contained in each shipment shall be clearly marked with the District purchase order number. Failure to mark the packages may delay district acceptance and payment for the shipment. Each package shall be marked with the sequential package number of threat shipment with the first package being marked Number 1, and **PACKING SLIP ENCLOSED**.

## **Specifications and Statement of Work**

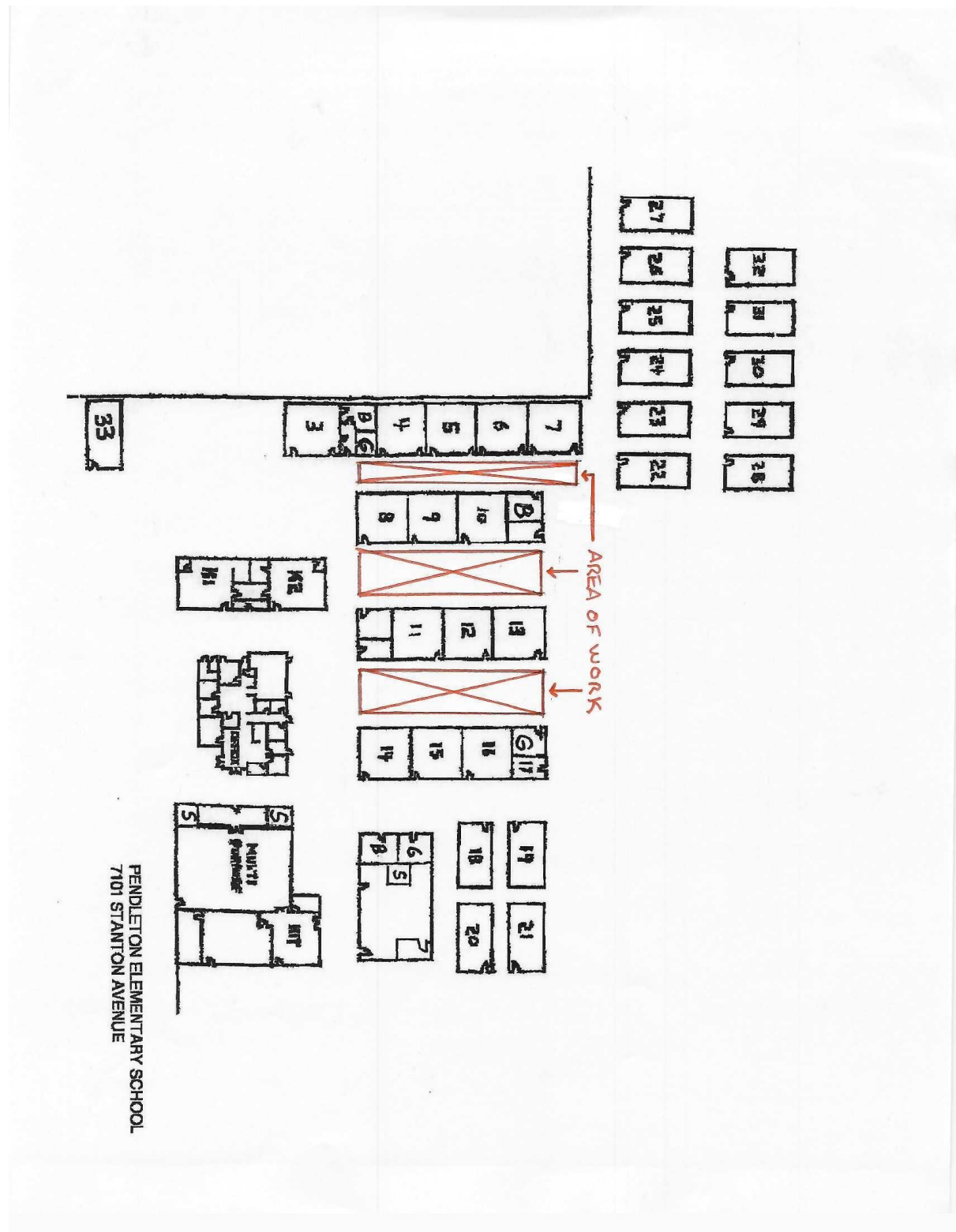
The construction demo and concrete replacement project shall include, but not be limited, to the following: Concrete removal, planter & tree removal, tree stump and root removal, concrete replacement (as per concrete spec attached) drain-leach field install, and tree well install.



## PENDLETON



- 1) REMOVE & REPLACE EXISTING CONCRETE  
TO INCLUDE; PLANTERS, TREES, STUMPS & ROOTS
- 2) INCLUDE EIGHT (8) 4' DIAMETER TREE WELLS  
IN NEW CONCRETE





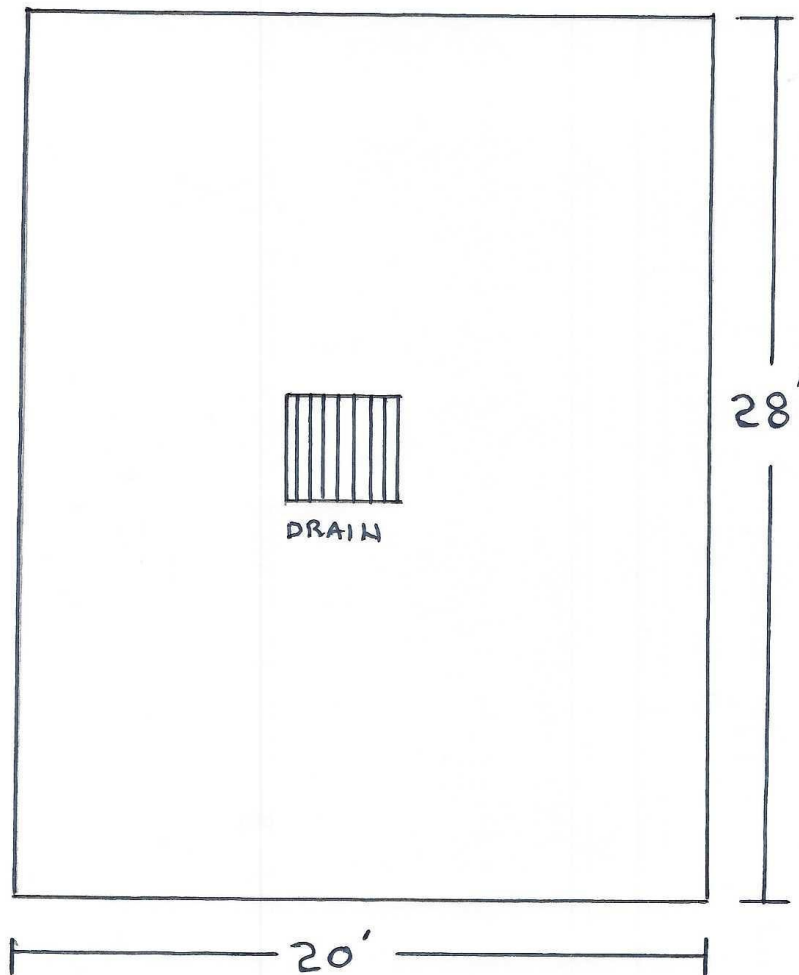




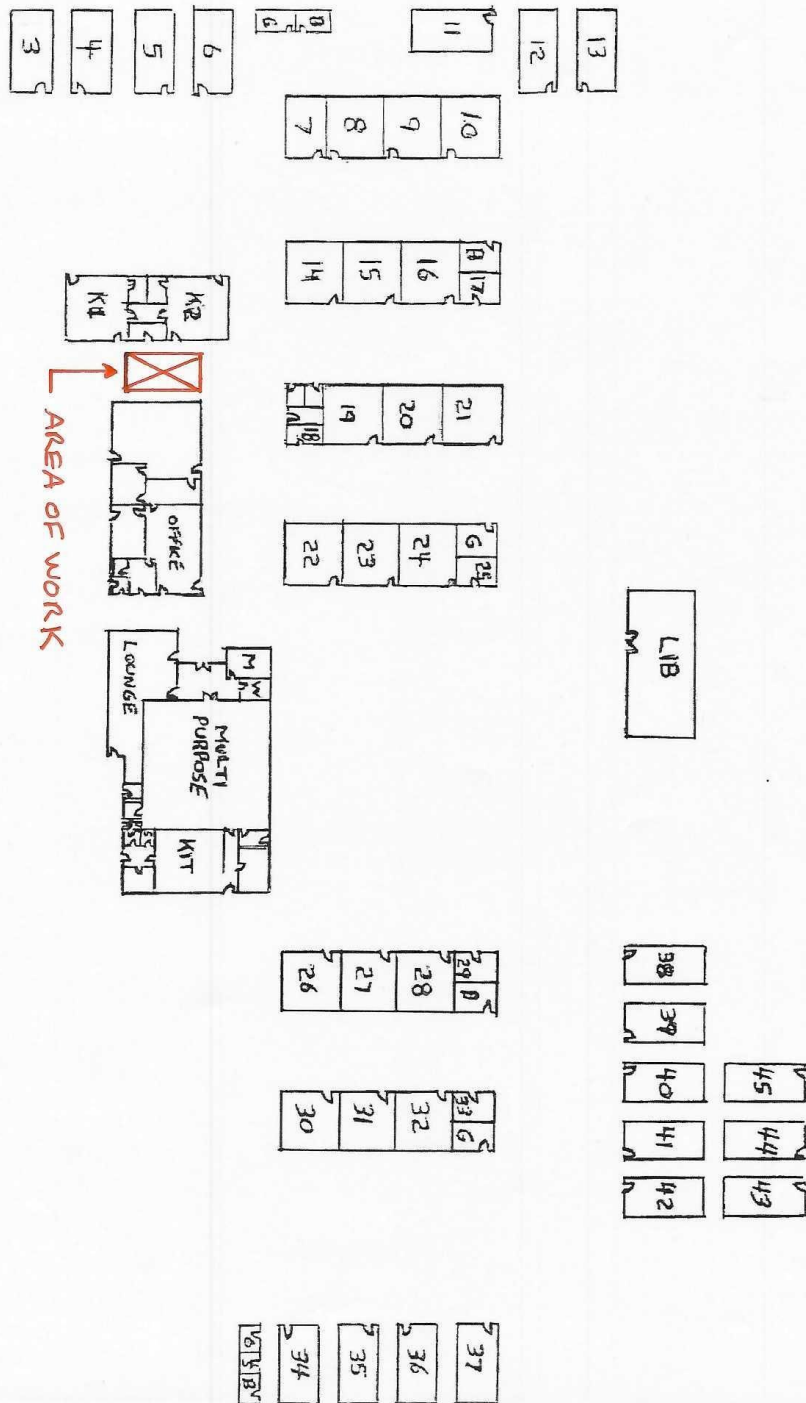




# WHITAKER



- 1) REMOVE & REPLACE EXISTING CONCRETE.
- 2) INSTALL DRAIN - "LEACH FIELD"

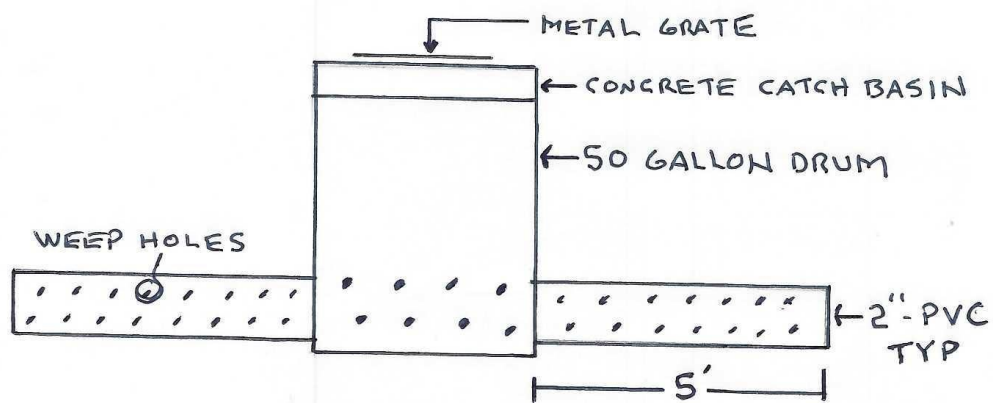


WHITAKER ELEMENTARY SCHOOL  
8401 MONTANA STREET





# WHITAKER DRAIN



- 1) PEA GRAVEL TO BE FILLED IN 50 GALLON DRUM.
- 2) WEEP HOLES TO BE DRILLED IN 50 GALLON DRUM & 2" CONDUITS.

## **CONCRETE SPECIFICATIONS: WALKWAY/SLAB REPLACEMENT**

- All concrete shall be a 2500 psi mix.
- Receipt shall be required verifying mix.
- Concrete thickness shall match existing, or minimum of 3".
- Pour area shall include #3 rebar cross sectioned 1611 apart.
- All rebar shall be wire tied at each crossing location.
- All existing concrete edges along new pour area shall be pinned with #3 rebar, epoxied in place, spaced 16" apart and wire tied to cross sections.
- All edges shall be saw cut or demoed to existing straight edge section, for pinning and new pour edge.
- All finished concrete shall include "medium11 broom finish for exterior walk way. (Additional authorization necessary if different than medium broom finish)
- No grade shall exceed 2% cross slope.
- All demoed material shall be removed off site and disposed of properly.
- Contractor is responsible to protect new concrete while curing, until vandalism potential has greatly decreased.
- All work area perimeters shall be cautioned taped off during work in progress, or to safeguard trip areas during non-working hours.
- Site shall be kept clean after all working hours.
- Contractor shall provide all material and labor.

## **Bid Form**

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

To: Buena Park School District, acting by and through its Governing Board, herein called the "DISTRICT."

The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors Form, Information Required of Bidder, all prequalification forms pursuant to Public Contract Code Section 20111.5, if any, Non-collusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Escrow Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Order Forms, Shop Drawing Transmittal Form, all insurance requirements, Guarantee forms, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions and Supplemental Conditions, if any, Special Conditions, if any, drawings, specifications, and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Project: PENDLETON & WHITAKER CONCRETE REPLACEMENT

Bid No.: \_\_\_\_\_

all in strict conformity with the Project Documents, including Addenda Nos. \_\_\_\_, \_\_\_\_, \_\_\_\_ and \_\_\_\_, on file at the office of the Director of Maintenance and Operations of said DISTRICT as follows;

Schedule of Values: Total cost of concrete removal, planter & tree removal, tree stump and root removal, concrete replacement (as per concrete spec attached) drain-leach field install, tree well install.

**For the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_)**

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

1. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.
2. The required bid security is attached.
3. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.
4. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within five ( 5 ) working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, on July 1, 2025 and shall be completed by the bidder by August 8, 2025.
5. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.
6. The name(s) of all persons interested in the bid as principals are as follows:

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7. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).
8. The undersigned hereby warrants that the bidder has an appropriate license, License No. \_\_\_\_\_, Class B, or C-8 at the time of the bid opening, that such license entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. Bidder shall be nonresponsive if the Bidder is not licensed as required by the DISTRICT at the time of the bid opening. Any and all subcontractors to be employed by the undersigned shall have appropriate licenses at the time of the bid opening.
9. The bidder hereby certifies that it is, and at all times during the performance of work

hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and 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 strictly with the IRCA.

10. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the Project.
11. The undersigned hereby warrants that all work shall be completed by August 8, 2025. Time is of the essence. The undersigned agrees that failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of Two Hundred Dollars (\$200.00). (Government Code Section 53069.85)
12. The required noncollusion affidavit properly notarized is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed affidavit will render the bidder automatically nonresponsive.
13. It is understood and agreed that all change order requests must be submitted in the form set forth in the Project Documents and pursuant to Article 59 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 59 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under Article 59 of the General Conditions will not be allowed.
14. The Information Required of Bidder form has been fully completed and is attached hereto.
15. Department of Industrial Relations (DIR) Registration Number \_\_\_\_\_.

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

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

Signed by: \_\_\_\_\_

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

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

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

\_\_\_\_\_

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

\*\*\*\*\*

Partnership Name: \_\_\_\_\_ Signed by: \_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

Other Partner(s): \_\_\_\_\_

\*\*\*\*\*

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

(a Corporation<sup>1</sup>)

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

\_\_\_\_\_

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

\_\_\_\_\_

<sup>1</sup> A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Signed by: \_\_\_\_\_, President, Date: \_\_\_\_\_

Print Name: \_\_\_\_\_, President

Signed by: \_\_\_\_\_, Secretary, Date: \_\_\_\_\_

Print Name: \_\_\_\_\_, Secretary

[Seal]

Joint Venturer Name: \_\_\_\_\_

Signed by: \_\_\_\_\_, Joint Venturer

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

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

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

\_\_\_\_\_

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

Other Parties to *If an individual:* \_\_\_\_\_

Joint Venture: \_\_\_\_\_ (Name)

Signed by: \_\_\_\_\_

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

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

Doing Business as: \_\_\_\_\_;

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

\_\_\_\_\_

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

*If a Partnership:* \_\_\_\_\_

(Name)

Signed by: \_\_\_\_\_, Partner

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

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

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

\_\_\_\_\_

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

*If a Corporation:* \_\_\_\_\_



(a \_\_\_\_\_ Corporation)

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_

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

## **AGREEMENT FORM**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 in the County of Orange of the State of California, by and between the Buena Park School District, hereinafter called the "District", and \_\_\_\_\_ hereinafter called the "Contractor".

**WITNESSETH** that the District and the Contractor for the consideration stated herein agree as follows:

**ARTICLE 1 - SCOPE OF WORK:** The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with Concrete Construction ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

**ARTICLE 2 - TIME OF COMPLETION:** The District may give notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion of the Work within one-hundred and twenty (120) calendar days for the project. This shall be called Contract Time.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project was adequate for the timely and proper completion of the Project within each milestone and within the Contract time. Further, Contractor has included in the analysis of the time required for this Project, Submittal Schedules, Rain Day Float, and Governmental Delay Float.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the District's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next responsible bid.

**ARTICLE 3 - LIQUIDATED DAMAGES:** It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of One thousand dollars (\$1,000) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the District) as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract.

**ARTICLE 4 - CONTRACT PRICE:** The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the District, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the District and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

**ARTICLE 5 - HOLD HARMLESS AGREEMENT:** Contractor shall defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify, and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation,

including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and Contractor's subcontractors/suppliers/Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

(d) Any claims, allegations, penalties, assessments, or liabilities to the extent caused by the Contractor's failure or the failure of any Subcontractor of any tier, to fully comply with the DIR registration requirements under Labor Code section 1725.5 at all times during the performance of any Work on the Project and shall reimburse the District for any penalties assessed against the District arising from any failure by the Contractor or any Subcontractor of any tier from complying with Labor Code sections 1725.5 and 1771.1. Nothing in this paragraph, however, shall require the Contractor or any Subcontractor to be liable to the District or indemnify the District for any penalties caused by the District in accordance with Labor Code section 1773.3 (g).

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

**ARTICLE 6 - PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT:** The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto.

Bid form  
Agreement form

Acknowledgment of bidding practices regarding indemnity form  
Disabled veteran business enterprise (dvbe) participation statement  
Contractor's certificate regarding drug-free workplace  
Contractor's certificate regarding alcoholic beverage and tobacco-free campus policy  
Performance bond  
Bid bond  
Contractor's certificate regarding workers' compensation form  
Non-collusion declaration  
Guarantee  
Insurance documents & endorsements  
Disabled veteran business enterprise (dvbe) contractor close-out statement  
Contractor certification regarding background checks  
Contractor certification regarding background checks (a)  
Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders

All of the above-named Contract Documents are intended to be complementary. Work required by one of the above-named Contract Documents and not by others shall be done as if required by all.

**ARTICLE 8 - PREVAILING WAGES:** Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

**ARTICLE 9 - RECORD AUDIT:** In accordance with Government Code section 8546.7 (and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the District and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

**ARTICLE 10 - CONTRACTOR'S LICENSE:** The Contractor must possess throughout the Project a Class B Contractor's License, issued by the State of California, which must be current and in good standing.

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

Buena Park School District

CONTRACTOR:

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

\_\_\_\_\_  
Typed or Printed Name

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

Purchasing and Contracts Director

\_\_\_\_\_  
Title

Dated:

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Printed Name

\_\_\_\_\_  
Title (Authorized Officers or Agents)

\_\_\_\_\_  
Signature

**(CORPORATE SEAL)**

**ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING  
INDEMNITY FORM**

TO: Buena Park School District

RE: Project Number \_\_\_\_\_

Construction Contract for \_\_\_\_\_

Please be advised that with respect to the above-referenced Project the undersigned Contractor on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code section 3864, which provides:

“If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury.”

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the District of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

\_\_\_\_\_  
Contracting Party

\_\_\_\_\_  
Name of Agent/Title

**DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)**  
**PARTICIPATION STATEMENT**

Each bidder must complete this form in order to comply with the Buena Park School District ("District") policy for participation of disabled veteran business enterprises (School District projects funded in whole or in part by the State of California pursuant to the Leroy F. Greene School Facilities Act of 1998. (Education Code §17070.10, *et seq.*)

Bid No.: \_\_\_\_\_

DSA No.: \_\_\_\_\_

The undersigned, on behalf of the Contractor named below, certifies that the Contractor has made reasonable efforts to secure participation by DVBE in the Contract to be awarded for the above-referenced Bid No., including participation by DVBE subcontractors and/or material suppliers. **Check only one of the following:**

- ☐ The Contractor was unable after reasonable efforts to secure DVBE participation in the Contract for the above-referenced Project/Bid No. However, the Contractor will use DVBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the Contractor will report to the District the total dollar amount of DVBE participation in any Contract awarded to Contractor, and in any change orders, for the above-referenced Project.
- ☐ The Contractor has secured DVBE participation in the Contract for the above referenced Project/Bid No., and anticipates that such DVBE participation will equal approximately \_\_\_\_\_ dollars (\$ \_\_\_\_\_ ), which represents approximately \_\_\_\_\_ percent (\_\_\_\_%) of the total Contract for such Project. Upon completion of the Project, Contractor will report to the District the actual total dollar amount of DVBE participation in the Contract awarded to Contractor, and in any change orders, for such Project.

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

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

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

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

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



## **CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE**

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

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:

1. 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.
2. Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. The person's or organization's policy of maintaining a drug-free workplace;
  - c. The availability of drug counseling, rehabilitation, and employee-assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

I also understand that if the Buena Park School District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

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

DATE: \_\_\_\_\_

CONTRACTOR

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

Signature

**CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE  
AND TOBACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The Contractor shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

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

Signature

## **PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS** that we, \_\_\_\_\_ as Principal,  
and

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as Surety, are held and firmly bound unto **BUENA PARK SCHOOL DISTRICT** hereinafter the "Obligee", in the penal sum of \_\_\_\_\_ Dollars(\$ \_\_\_\_\_) of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

### **THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

**WHEREAS**, the Obligee, by resolution of its Board of Education has awarded to the Principal a Contract for the Work described as **[PROJECT]**.

**WHEREAS**, the Principal, has entered into a Contract with the Obligee for performance of the Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

**WHEREAS**, by the terms of the Contract Documents ("Contract"), the Principal is required to furnish a bond ensuring the Principal's prompt, full and faithful performance of the Work of the Contract Documents.

**NOW THEREFORE**, if the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract as said Contract may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, stop notices, costs, and fees of every description, whether imposed by law or equity, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract, including all modifications and amendments thereto, and any warranties or guarantees required thereunder; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

In the event the Principal is declared by the Obligee to be in breach or default in the performance of the Contract, then, after written notice from the Obligee to the Surety, as provided for herein, the Surety shall either remedy the default or breach of the Principal or shall take charge of the Work of the Contract and complete the Contract with a Contractor other than the Principal at its own expense; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee.

If the Surety does not proceed to cure or remedy the Principal's default(s) of its performance of the Contract with reasonable promptness, the Surety shall be deemed to be in default on this Bond twenty-one (21) calendar days after receipt of a written notice from Obligee to the Surety demanding that the

Surety perform its obligations under this Bond, and the Obligor shall be entitled to enforce any remedy available to Obligor.

Within twenty-one (21) calendar days of Obligor's written notice to the Surety of the failure of performance of the Contract by the Principal. It shall be the duty of the Surety to give to the Obligor an unequivocal notice in writing of the Surety selection to remedy the default(s) of the Principal promptly or to promptly arrange for performance of the Contract, time being of essence to this Bond. In arranging for such performance of the Contract, Surety shall not elect to contract with the Principal for the completion of the Work of the Project without the prior written consent of Obligor, which consent will not be unreasonably withheld. In said Notice of Election, the Surety shall state the date of commencement of its cure or remedy of the Principal's default(s) or its performance of the Contract. The Surety's obligations for cure or remedy, include but are not limited to: correction of defective or incomplete work and completion of the Contract, additional legal, design professional and delay costs arising from Surety's actions or failure to act; and liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Principal. The Surety shall give prompt written notice to the Obligor upon completion of the cure or remedy of the Principal's default(s) of its performance of the Contract.

In the event the Surety shall fail to issue its Notice of Election to Obligor within the time provided for herein above, the Obligor may thereafter cause the cure or remedy of the Principals failure of performance or default or to complete the Work. The Principal and the Surety shall be each jointly and severally liable to the Obligor for all damages and costs sustained by the Obligor as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligor upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes of any Work which increases the Contract Price.

The Surety, for value received, hereby consents, stipulates and agrees absolutely and unconditionally that no change, adjustment, alteration, deletion, addition or modification to the terms of the Contract or Contract Documents, including but not limited to Contract Time or Contract Price, or the Work to be performed thereunder, shall in any way release, limit, restrict, or otherwise affect the obligations of the Surety under this Bond. Surety waives notice of any change, adjustment, alteration, deletion, addition or modification to the terms of the Contract or the Contract Documents, including but not limited to the Contract Time or Contract Price, or the Work to be performed thereunder and agrees to automatically adjust the penal sum of this Bond to reflect any adjustments of the Contract Time or Contract Price which increase the Contract Price. The Surety unconditionally and absolutely waives its entitlement, if any, to the benefits of California Civil Code §2845 concerning any security held by the District. The Surety also agrees that it shall not be exonerated or released from the obligations of this Bond, either by total exoneration or pro tanto, by any overpayment or underpayment made by the Obligor under the Contract. The Surety agrees that none of the aforementioned changes adjustments, alterations, deletions, additions, modifications or actions shall in any way affect its obligations on this Bond, and it

does hereby waive notice of any such changes, adjustments, alterations, deletions, additions, modifications, or actions.

Principal and Surety agree that if Obligee is required to engage the services of an attorney in connection with enforcement of this Bond, each shall pay Obligee's costs and reasonable attorney's fees incurred, with or without suit, in addition to the above penal sum.

The guarantees contained in this Bond survive Final Completion of the Work called for in the Contract Documents with respect to the obligations and liabilities of the Principal, which survive Final Completion of the Work.

**IN WITNESS WHEREOF**, the Principal and Surety have executed this instrument this \_\_\_\_ of \_\_\_\_, 20\_\_ by their duly authorized agent or representative.

\_\_\_\_\_  
(Principal Corporate Seal)  
(Principal Name)

By:

\_\_\_\_\_

\_\_\_\_\_  
Name) (Typed or Printed

Title:

\_\_\_\_\_

\_\_\_\_\_  
(Surety's Corporate Seal)  
(Surety Name)

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

(Signature of Attorney-in-Fact for Surety)

\_\_\_\_\_  
(Attached Attorney-in-Fact Certificate) (Typed or Printed Name)

( )

\_\_\_\_\_

## **BID BOND**

**KNOW ALL MEN BY THESE PRESENTS** that we, \_\_\_\_\_ as Surety and

\_\_\_\_\_, as Principal, are jointly and severally, along with our respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **BUENA PARK SCHOOL DISTRICT**, hereinafter the "Obligee," for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

### **THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

**WHEREAS**, the Principal has submitted the accompanying Bid to the Obligee for the Work commonly described as the **[PROJECT]** and the Bid must be accompanied by Bid Security.

**WHEREAS**, subject to the terms of this Bond, the Surety is firmly bound unto the Obligee in the penal sum of ten **percent (10%)** of the maximum amount of the Bid submitted by the Principal to the Obligee, as set forth above, inclusive of additive alternate bid items, if any.

**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, for sixty (60) days after opening of said Bid; and If the Principal is awarded the Contract, and shall within the period specified therefor, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obllggee, in accordance with the Bid as accepted and give such bond(s) 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, or in the event of the withdrawal of said Bid within the period specified for the holding open of the Bid or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obllggee the difference between the amount specified in said Bid and the amount for which the Obllggee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obllggee in again calling for Bids, 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, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed thereunder, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations 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, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys' fees.

**IN WITNESS WHEREOF**, the Principal and Surety have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by their duly authorized agents or representatives.

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

\_\_\_\_\_  
(Principal Name)

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

\_\_\_\_\_  
(Typed or Printed Name)

(Surety's Corporate Seal)  
\_\_\_\_\_

(Surety Name)

\_\_\_\_\_  
Surety)

By:  
(Signature of Attorney-in-Fact for

\_\_\_\_\_  
(Attach Attorney-in-Fact Certificate)  
Name)

(Typed or Printed

(       ) \_\_\_\_\_  
(Area Code and Telephone Number of Surety)



## **CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION FORM**

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:

4. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

5. 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 employees.

6. 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, which 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 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 provision before commencing the performance of the work of this Contract.

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(Signature)

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(Print)

---

(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 submitted with the Contractor's bid.

## **NON-COLLUSION DECLARATION**

The undersigned declares:

I am the \_\_\_\_\_ [Title] of \_\_\_\_\_ [Name of Company], 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. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [Date], at \_\_\_\_\_ [City], \_\_\_\_\_ [State].

Signed: \_\_\_\_\_

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

## **GUARANTEE**

Guarantee for \_\_\_\_\_. We hereby guarantee that the \_\_\_\_\_, which we have installed in \_\_\_\_\_ has been done in accordance with the Contract Documents, including without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the bid documents. The undersigned and its surety agrees to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of One (1) year from the date of the Notice of Completion of the above-mentioned structure by the Buena Park School District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned or its surety fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by the District, but not later than ten (10) days after being notified in writing by the District or within forty eight (48) hours in the case of an emergency or urgent matter, the undersigned and its surety authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the District's enforcement of this Guarantee.

Countersigned

\_\_\_\_\_  
(Proper Name)

\_\_\_\_\_  
(Proper Name)

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

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

\_\_\_\_\_  
(Signature of Subcontractor or Contractor)

\_\_\_\_\_  
(Signature of General Contractor if for Subcontractor)

Representatives to be contacted for service:

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

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

Phone Number: \_\_\_\_\_

## **INSURANCE DOCUMENTS & ENDORSEMENTS**

The following insurance endorsements and documents must be provided to the Buena Park School District within five (5) calendar days after receipt of notification of award. If the apparent low bidder fails to provide the documents required below, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders, and the bidder's bid security will be forfeited. All insurance provided by the bidder shall fully comply with the requirements set forth in Article 11 of the General Conditions.

1. **General Liability Insurance:** Certificate of Insurance with all specific insurance coverages set forth in Article 11 of the General Conditions, proper Project description, designation of the District as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the District and minimum of 30 days' cancellation notice. Bidder shall also provide required additional insured endorsement(s) designating all parties required in Article 11 of the General Conditions. The additional insured endorsement shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion.

Incidents and claims are to be reported to the insurer at:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
(Title) (Department)  
\_\_\_\_\_  
(Company)  
\_\_\_\_\_  
(Street Address)  
\_\_\_\_\_  
(City) (State) (Zip Code)  
(\_\_\_\_\_) \_\_\_\_\_  
(Telephone Number)

2. **Workers' Compensation/ Employer's Liability Insurance:** Certificate of Workers' Compensation Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum of 30 days' cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements.

3. **Automobile Liability Insurance:** Certificate of Automobile Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum 30 days' cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the District.

Incidents and claims are to be reported to the insurer at:

Attn: \_\_\_\_\_

(Title) \_\_\_\_\_ (Department) \_\_\_\_\_

\_\_\_\_\_

(Company) \_\_\_\_\_

\_\_\_\_\_

(Street Address) \_\_\_\_\_

\_\_\_\_\_

(City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code) \_\_\_\_\_

( \_\_\_\_\_ ) \_\_\_\_\_

(Telephone Number) \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

CONTRACTOR

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

Signature

## **DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) CONTRACTOR CLOSE-OUT STATEMENT**

The Contractor shall complete this form, as a condition to Final Payment, for purposes of reporting participation by Disabled Veteran Business Enterprises (DVBE) in the Contract for the Project/Bid No. specified below.

Concrete Construction Project:

Bid No.: \_\_\_\_\_

DSA No.: \_\_\_\_\_

Name	Address/Phone	Category of Work*	\$ Amount of Contract

\* Categories of work include: (1) construction services (specify services that DVBE will provide); (2) architecture and engineering services; (3) procurement of materials, supplies and equipment; and (4) information technology.

The undersigned, on behalf of the Contractor, certifies that DVBE participation on the Contract for Bid No. \_\_\_\_\_ equaled \_\_\_\_\_ dollars (\$ \_\_\_\_\_), which represents approximately \_\_\_\_\_ percent (\_\_\_\_%) of the total Contract price including change orders for the Project.

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

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

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

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

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

# **CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS**

**( Concrete Construction Project)**

\_\_\_\_\_ certifies that it has performed one of the following:

*[Name of contractor/consultant]*

- ☐ Pursuant to Education Code section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the \_\_\_\_\_ District, pursuant to the contract/purchase order dated \_\_\_\_\_, and that none have been convicted of serious or violent felonies, as specified in Penal Code sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- ☐ Pursuant to Education Code section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
- ☐ 1. The installation of a physical barrier at the worksite to limit contact with pupils.
  - ☐ 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
[Name of Contractor/Consultant]

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

**ATTACHMENT A:**

**CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS (A)**

*(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)*