

NOTICE IS HEREBY GIVEN THAT THE BOARD OF TRUSTEES OF THE CORNING UNION HIGH SCHOOL DISTRICT, of the County of TEHEAMA, State of California, will receive up to and no later than **May 15 at 11:30 A.M.** sealed bids for the award and contract for the furnishing of all labor, materials, transportation and services required for the construction of the **Field Renovation and Sodding at Corning High School** and such bids shall be received at the office of Corning Union High School District 643 Blackburn Ave, Corning, CA 96021 and shall be opened and publicly read aloud at the above stated time and place.

Each Bid must conform and be responsive to this invitation and the Contract Documents. Physical copies are on file and open to public inspection at the Corning Union High School District Office.

Each Bid shall be accompanied by a certified or cashier's check or bid bond made in favor of the Board of Trustees, Corning Union High School District, executed by the bidder as principal and an admitted surety company as surety. All bonds for this project must be issued by an Admitted Surety, an insurance organization authorized by the Insurance Commissioner to transact business of Insurance in the State of California during this business year, in an amount not less than ten percent (10%) of the maximum amount of the bid. The check or bid bond shall be given as guarantee that the bidder shall execute the contract if it be awarded to him in conformity with the Contract Documents and shall provide the surety bond as specified therein within five (5) days after notification of the award of the contract to bidder.

It shall be mandatory upon the Contractor to whom a contract is awarded, and upon all subcontractors under him, to pay not less than the general prevailing rates of per diem wages to all workmen in the execution of the contract. Pursuant to the provisions of the California State Labor Code, and Local Laws thereto applicable, the said Board of Trustees has ascertained the prevailing rate of wages in the locality where this work is to be performed, for each craft and/or type of workman or mechanic needed to perform the work of this contract. General Prevailing Wage Rates shall be those rates pertaining to Butte County as published by the Department of Industrial Relations (DIR) pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, and 1773.1.

Copies of the Prevailing Wage Schedules may be obtained from the Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA 94101, or www.dir.ca.gov/dlsr/pwd.

Each contractor and subcontractor must be registered with DIR prior to submitting a bid.

The bidder awarded this contract may elect to receive 100% of payments due under the contract from time to time without retention of any portion of the payment by the public agency, by depositing securities of equivalent value with the public agency in accordance with the provisions of Section 4590 of the Government Code.

The Corning Union High School District reserves the right to reject any or all bids or waive any defect or irregularity in bidding.

CONTRACT FORM

This agreement made on the , of _____ , 2017, at _____
in _____ County, California, by and between: _____ ,
Contractor and Corning Union High School District, hereinafter called the Owner.

WITNESSETH: That the Contractor and the Owner for the consideration hereinafter
named agree as follows:

ARTICLE I. The Contractor agrees to furnish all labor and materials, including tools,
implements, and appliances required, and to perform all the Work in a good and
worker-like manner, free from any and all liens and claims of mechanics, material
suppliers, subcontractors, artisans, machinists, teamsters, drayers, and laborers required
for:

Sod Replacement and Regrading of Field at Corning High School

for

Corning Union High School District

BID Number 2017-1 Field Improvement

all in strict compliance with the plans, drawings and specifications therefore prepared by
Corning Union High School District, and other Contract Documents relating thereto.

ARTICLE II. The contractor and the Owner agree that the Advertisement (Notice to
Contractors), the Wage Scale, the General Conditions of the Contract, the Supplemental
General Conditions of the Contract, Instructions to Bidders, the Specifications, the
Drawings and the Addenda and Bulletins thereto, together with this Agreement, form the
Contract, and they are as fully a part of the Contract as if thereto attached or therein
repeated. The specifications and drawings are intended to cooperate, so that any work
exhibited in the drawings and not mentioned in the specifications, or vice versa, is to be
executed the same as if both mentioned in the specifications and set forth in the drawings,
to the true intent and meaning of the said drawings and specifications when taken together.

But no part of said specifications that is in conflict with any portion of this Contract, or that is not actually descriptive of the work to be done thereunder, or of the manner in which the said work is to be executed, shall be considered as any part of this Contract, but shall be utterly null and void, and anything that is expressly stated, delineated or shown in or upon the specifications or drawings shall govern and be followed, notwithstanding anything to the contrary in any other source of information or authority to which reference may be made.

ARTICLE III. The Owner agrees to pay to the Contractor in current funds for the performance of the Contract:

(\$_____) Dollars

and to make payments or account thereof as provided for in the Contract Documents.

ARTICLE IV. In the event of a dispute between the Owner and the Contractor as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the Architect shall for the time being prevail and the Contractor without delaying the job, shall proceed as directed by the Architect without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the Contractor be finally determined to be either wholly or partially correct, the Owner shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the Contract as a result of complying with the Architect's directions as aforesaid.

ARTICLE V. Pursuant to the provisions of Sections 1773 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part thereof, the Director of the Department 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 of which the Work is to be performed, for each craft, classification or type of

workman 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. The director of the Department of Industrial Relations has further determined that the rate of prevailing wage for any craft, classification or type of worker to be employed on the Project is the rate established by the applicable collective bargaining agreement on file at the Director of the Department of Industrial Relations principal office at San Francisco, phone, (415) 972-8846, which rate so provided is hereby adopted by reference and shall be effective for the life of this agreement or until the Director of Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workmen employed in the execution of this agreement. There shall be paid to each worker needed to execute the work to be performed hereunto such travel and subsistence payments as are defined in the applicable collective bargaining agreements filed in accordance with the provision of Labor Code Section 1773.8.

The Contractor as a penalty to the Owner shall forfeit Twenty-five Dollars (\$25.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed.

The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by him in connection with the extension of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations.

ARTICLE VI. It is further understood and agreed that in accordance with the provision of

Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or subcontractor doing or contracting to do any part of the work contemplated by this agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, however, work may be performed by such employee in excess of said eight hour per day and forty hours per week provided that compensation for all hours worked in excess of eight hours per day and forty hours per week, is paid at a rate not less than one and one-half times the basic rate of pay. Every Contractor and subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week, except as herein provided.

ARTICLE VII. Contractor agrees to comply with Chapter 1, Part 7, Division 2, Section 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one apprentice for each five journeymen (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color.

Only apprentices as defined in Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public

works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the prime contractor for all apprenticeable occupations.

ARTICLE VIII. The Contractor will indemnify the Owner against and hold it harmless of all and any liability for damages on account of injury to persons or damage to property resulting from or arising out of or in any way connected with the performance by the Contractor of his Contract and reimburse the Owner for all cost, expenses and loss incurred by it in consequence of any claims, demands, and causes of action which may be brought against it arising out of the performance by the Contractor of this Contract. This indemnity shall be in addition to the other indemnification provisions contained in the Contract Documents.

By this statement the Contractor represents that he has secured the payment of Workers Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provision of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers Compensation Insurance is in effect and providing that the Owner will receive 30 days notice of cancellation.

Contractor
By _____
Signature

Owner
By _____
Signature

Title

Title

Federal ID #

Approved for appropriate bonds and insurance coverage:

FORM OF PROPOSAL

, California

, 2017

Board of Trustees

CORNING UNION HIGH SCHOOL DISTRICT

643 Blackburn AVE., Corning, CA 96021

Members of the Board:

The undersigned doing business under the firm name of _____

understands that the District may select from any line item(s) or combination of line items listed on the Base Bid. Furthermore, the undersigned, having carefully examined the Contract Documents, titled,

Sod Replacement and Regrading of Field at Corning High School

For

CORNING UNION HIGH SCHOOL DISTRICT

proposes to furnish all materials and labor called for by them for the entire work, including all taxes for the following amounts:

Base Bid: The undersigned proposes to perform all work as defined in the Plans and Specifications to construct the project and all appurtenant work thereto for the sum of:

_____ Dollars

(\$ _____).

If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the date of opening of the bids, or any time thereafter before the bid is withdrawn, the undersigned will, within ten (10) days after the date of such mailing, telegraphing, or delivering of such notice, execute and deliver a contract in the form of agreement present in these contract documents and give Performance and Contractor's Bonds and insurance certificates,

endorsements, and/or policies in accordance with the Contract Documents.

The Undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed, or delivered:

Our Public Liability and Property Damage Insurance is placed with:

Our Worker's Compensation Insurance is placed with:

Circular letters, addenda, etc., bound with specifications or issued during the time of bidding are included in the proposal, and, in completing the contract, they are to become part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

This bid may be withdrawn by the bidder at any time prior to the scheduled time for the opening of bids. The representations made herein are made under penalty of perjury.

Dated , _____ 2017

License No. _____

Expiration Date of License _____

BY: (please print) _____

Signed _____

Business Address _____

Telephone _____

Fax _____

Federal I.D# or Social Security #: _____

Note: If Bidder is a corporation, write state of incorporation under signature, attach notarized proof of authority to bind corporation and list corporation officers; and, if a partnership, give full names of all partners. Use space below to record this information.

Corning High School Football Field

Renovation and Equipment Specifications :

C-27 License Required

Turf Removal using Koro Combinator to cut and grind up grass and vegetation on surface of playing field. Cut material can then be disposed next to the field or hauled to an off-site location

Surface preparation using RotaDairon soil preparation unit which will break up surface compaction to a depth of 5 to 6 inches, blend soil amendments into soil if required and bury materials such as small stones, roots and clumps of vegetation so that the surface is clean for grading.

Finish Laser Grading using an Automatic Machine controlled Laser guided grading unit with grade tolerances of +/- 1/8 inch with low ground pressure to eliminate damage to existing irrigation. Per Attached Plan

Big Roll Sod Installation using Delta Bluegrass Celebration Hybrid Bermuda. Rolls to be harvested 3/4 inch thick for greater stability

District shall flag all irrigation heads and valves. Contractor to protect and maintain existing irrigation system including but not limited to irrigation piping, control valves and sprinkler heads.

1.1 Workers' Compensation Insurance; Employer's Liability Insurance. The Contractor shall purchase and maintain Workers' Compensation Insurance as will protect the Contractor from claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Contractor. The Employer's Liability Insurance required of Contractor hereunder may be obtained by Contractor as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Contractor hereunder. The limits of liability for the Employer's Liability Insurance required hereunder shall be as set forth in the Special Conditions.

1.2 Commercial General Liability and Property Insurance. The Contractor shall

purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from Contractor's operations under the Construction Documents and for which the Contractor may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than the Contractor's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; (v) contractual liability insurance applicable to the Contractor's obligations under the Construction Documents; and (vi) Completed Operations.

Coverage Amounts. The insurance required of the Contractor hereunder shall be written for not less than any limits of liability \$1,000,000 per occurrence and million dollars (\$2,000,000 general aggregate or required by law, whichever is greater. In the event of any loss or damage covered by a policy of insurance required to be obtained and maintained by the Contractor hereunder, the Contractor shall be solely and exclusively responsible for the payment of the deductible, if any, under such policy of insurance

Project Schedule:

Award of Contract May 18, 2017

Start of Construction June 3, 2017

Sod Installed and Completed July 3, 2017