



CULVER CITY
UNIFIED SCHOOL DISTRICT

BID NUMBER 20414.1

**CUSTOM OUTDOOR BINS FOR CULVER CITY HS & MS
FOR COMPOST, RECYCLING, LANDFILL**

Advertise: September 11 and September 18, 2014

Bid Opening Date: Friday, September 26, 2014 @ 10:00 a.m.
Conference Room 3 (2nd floor) - Administration Building
4034 Irving Place, Culver City, CA 90232
Contact: Mary Caruso, Director of Purchasing
(310) 842-4220 ext. 4358

TABLE OF CONTENTS

Bid #2014.1
Custom Outdoor Bins for Culver City HS & MS
For Compost, Recycling, Landfill

SECTION I

Instructions for Returning Bid Packets.....i
Instructions for Bidders.....ii

Notice to Contractors Calling for Bid.....1
Information for Bidders.....3
Bid Form and Designation of Subcontractors.....6
 (NOTE: Separate Pages 6 through 16A enclosed, and submit with bid)
Contractor’s Certificate Regarding Worker’s Compensation.....12
Noncollusion Affidavit.....13
Bid Bond.....15
References.....16A
Agreement, Performance & Payment Bonds.....17
Table of Contents to the General Conditions.....24
General Conditions.....26
Supplemental General Conditions.....55

SECTION II
SPECIFICATIONS

Instructions for Returning Bid Packet

Bid packet is due by 10:00 a.m. on the morning of September 26, 2014. Bid Packets should be hand delivered or mailed to Mary Caruso, Director of Purchasing, 4034 Irving Place, Culver City, CA 90232. If you have any questions regarding the bid documents please call (310) 842-4220 ext. 4358.

You must return the Bid Form and Designation of Subcontractors pages 6 through 11. Sign and return Contractor's Certificate Regarding Worker's Compensation, page 12; Non Collusion Affidavit, page 13; Bid Bond (must be CA approved surety company), page 15; Reference Sheet, page 16A

**CULVER CITY UNIFIED SCHOOL DISTRICT
4034 IRVING PLACE, CULVER CITY, CA 90232**

Please find herein a copy of Bid #2014.1 – CUSTOM OUTDOOR BINS FOR CULVER CITY HS & MS FOR COMPOST, RECYCLING, LANDFILL. EIGHTY (80) 2-STREAM AND FIFTY (50) 3-STREAM, PER ATTACHED SPECIFICATIONS

If you have any questions regarding the bid packet, job walk or specifications, please contact Mary Caruso, Director of Purchasing @ (310) 842-4220 ext. 4358.

After bid opening on September 26, 2014 it is the intent of the district to award the bid at the October 14th board meeting. A Notice to Proceed will be mailed immediately upon award. The project is expected to begin on October 16, 2014..

BIDDERS PLEASE NOTE:

Bid pages 6 through 11; Certification of Workman's Compensation page 12; Noncollusion Affidavit page 13, Bond pages 15-16 with Bid Bond or Cashier's Check (10%) attached; and References, page 16A must be returned to the District in your bid package or bid cannot be accepted.

NOTICE TO CONTRACTORS CALLING FOR BIDS

NOTICE IS HEREBY GIVEN that Culver City Unified School District of Los Angeles County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but not later than 10:00 o'clock a.m. of the 26th day of September, 2014 sealed bids for the award of a contract for


**BID #2014.1
CUSTOM OUTDOOR BINS FOR CULVER CITY HS & MS
FOR COMPOST, RECYCLING, LANDFILL**

All bids shall be enclosed in a sealed envelope and clearly marked with the bid name and number. Bids shall be received in the office of the Director of Purchasing, 4034 Irving Place, Culver City, CA 90232 and shall be opened and publicly read aloud at the above-stated time and place.

Each bid must conform and be responsive to the contract documents, copies of which are on file and may be obtained from the purchasing office located at above address. Each bidder may obtain one (1) set of drawings and specification.

Each bid shall be accompanied by (1) the security referred to in the contract documents; (2) the Noncollusion Affidavit.

The District reserves the right to accept or reject any or all bids.



David LaRose, Superintendent
Secretary of the Governing Board
Culver City Unified School District
Los Angeles County, State of California

Advertise: Thursday, September 11, 2014
Thursday, September 18, 2014

INFORMATION FOR BIDDERS

1. Preparation of Bid Form. The District invites bids on the form attached to be submitted at such time and place as is stated in the Notice to Contractor Calling for bids. All blanks in the bid form must be appropriately filled in. All bids shall be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

2. Bid Security. Each bid shall be accompanied by a certified or cashier's check payable to the District or a satisfactory bid bond in favor of the District, executed by the bidder as principal and a legally admitted California surety insurer as surety, in an amount not less than 10% of the maximum amount of the bid. The check or bid bond shall be given as a 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 or bonds as specified therein within five (5) days after notification of the award of the contract to the bidder.

3. Signature. The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the bidder.

4. Modifications. Changes in or additions to the bid form, recapitulation of the work bid upon, alternative proposals, 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. No oral or telephonic modification of any bid submitted will be considered, and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening bids.

5. Erasures. The bid submitted must not contain any erasures, interlineation, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the persons signing the bid.

6. Examination of Site and Contract Documents. Each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract document, form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in nowise relieve any bidder from any obligation with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

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

8. Agreements and Bonds. The Agreement form which the successful bidder, as Contractor, 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 bidder. The required number of executed copies of the Agreement, the Performance Bond, and the Payment Bond is as specified in the Supplementary General Conditions. Payment and Performance bonds must be executed by a legally admitted CA surety insurer as defined in Code of Civil Procedure 995.120.

9. Interpretation of Plans and Documents. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other contract documents, or finds discrepancies in, or omissions from the drawings and specifications, 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 prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the contract documents. No person is authorized to make any oral interpretation of any provision in the contract documents to any bidder, and no bidder is authorized to rely on any such unauthorized oral interpretation.

10. Bidders Interest 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 subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders or making a prime proposal.

11. Award of Contract. 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. The award of the contract, if made by the District, will be to the lowest responsible bidder therefor.

12. Alternates. If alternate bids are called for, the contract may be awarded at the election of the governing board to the lowest responsible bidder on the base bid, or on the base bid and any alternate or combination of alternates.

13. Evidence of Responsibility. Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, his construction experience, and his organization and plant facilities available for the performance of the contract.

14. Listing Subcontractors. Each bidder shall submit a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act. (Public Contract Code 4100, et seq.) Forms for this purpose are furnished with the contract documents.

15. Workers' Compensation. In accordance with the provisions of 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with District the following certificate prior to performing the work under this contract: "I am aware of the provisions of 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as part of the contract documents.

16. Bid Deposit Return. Deposits of three or more low bidders, the number being at the discretion of the District, will be held for THIRTY (30) days or until posting by the successful bidder(s) of the bonds and certificates of insurance required and return of executed copies of the appropriate agreement form, whichever first occurs, at which time the deposits will be returned.

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

18. Anti-Discrimination. It is the policy of the District that in connection with all work performed under 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 Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code 12900, and Labor Code 1735. In addition, the Contractor agrees to require like compliance by any sub-contractors employed on the work by him.

19. Noncollusion Affidavit. Bidders on all public works contracts are required to submit an Affidavit of Noncollusion with their bid. This form is included with the bid package and must be signed under the penalty of perjury and dated.

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: () _____ FAX: () _____

BID FORM AND DESIGNATION OF SUBCONTRACTORS

FOR

BID #2014.1

CUSTOM OUTDOOR BINS FOR CULVER CITY HS & MS
FOR COMPOST, RECYCLING, LANDFILL

FOR

CULVER CITY UNIFIED SCHOOL DISTRICT

4034 Irving Place

Culver City, CA 90232

(310) 842-4220 ext. 4358 * FAX (310) 842-4322

BID FORM AND DESIGNATION OF CONTRACTORS

TO: CULVER CITY UNIFIED School District, acting by and through its Governing Board, herein called the "District":

1. Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with

BID #2014.1
CUSTOM OUTDOOR BINS FOR CULVER CITY HS & MS
FOR COMPOST, RECYCLING, LANDFILL

all in strict conformity with the drawings and specifications and other contract documents, including addenda nos. _____, _____, _____, and _____, on file at the office of the Director of Purchasing of said district for the sum of:

_____ Dollars

(\$ _____).

2. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.

3. The required bid security is hereto attached.

4. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the District the Performance Bond and Payment Bond as specified, all within five (5) days after receipt of notification of award, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's notice to the Contractor to proceed, and shall be completed by the Contractor in the time specified in the contract documents.

5. All notices or other correspondence should be addressed to the undersigned at the address stated below.

6. The names of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.)

7. The undersigned holds a license, Class _____

License No. _____

8. In the event the bidder to whom Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the agreement form within five (5) calendar days from the date of receiving the Notice of Intent to Award Contract, the District may declare the Bidder's bid deposit or bond forfeited as damages.

9. Pursuant to Section 4552 of the Government Code, in submitting a bid to the District, the bidder offers and agrees that if the bid is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or service 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 to the bidder.