

## **INSTRUCTIONS TO BIDDERS**

Pacific Valley School  
69325 Highway 1  
Big Sur, CA 93920

Contract for the  
Pacific Valley School Off-Grid Electrical  
System Upgrade Project (BID 26-001) at  
Pacific Valley School  
69325 Highway 1, Big Sur, CA 93920

Owner: Big Sur Unified School District

### **SECURING DOCUMENTS:**

The Contract Documents, including the Drawings and Specifications, are available at

Website:  
<https://www.bigsurunified.org>

### **PREQUALIFICATION:**

This Contract is not subject to prequalification.

### **RETENTION:**

The Owner will withhold retention of 5% from all progress payments.

### **REGISTRATION:**

For all projects over Twenty-Five Thousand Dollars (\$25,000), the Owner shall not accept any bid or enter into any contract without proof of the bidder's current registration to perform public work under Labor Code section 1725.5.

For all projects over Twenty-Five Thousand Dollars (\$25,000), the bidder shall not accept any subbid or enter into any subcontract without proof of the subcontractor's current registration to perform public work under Labor Code section 1725.5.

### **PRE-BID CONFERENCES, SITE VISITS, OR MEETINGS:**

Mandatory pre-bid conferences, site visits, or meetings will be held as described in the Notice to Bidders.

**BUILDERS RISK COVERAGE:**

For the purpose of builders risk coverage (see General Conditions Article 11), the project is not being solely funded by revenue bonds.

**PROJECT LABOR AGREEMENT:**

No project labor agreement applies to this contract.

**USE OF FEDERAL FUNDS:**

No federal funds are being used by Owner for the Contract.

**BIDS:**

Bids to receive consideration shall be made in accordance with the following instructions:

**Submittal of Bids.** Owner will receive sealed Bids from Bidders as indicated in the Notice to Bidders, and each Bidder shall ensure that its Bid contains all documents as required herein and is submitted by date and time shown in the Notice to Bidders.

- a. Contractors must ensure the Owner receives its bid, sealed and marked with name and address of the Bidder, the Project name and number, the bid number and bid package (if applicable), and the date for opening bids.
  1. It is the Bidder's sole responsibility to ensure their document(s) are timely delivered.
  2. Once a Bidder's bid is successfully delivered in person, the Bidder will receive a receipt. This receipt is each Bidder's proof of submission of its bid. If a Bidder does not receive a receipt, the bid was not timely received by the Owner, i.e., received after the Bid date / time.

3. No bid will be considered that makes exceptions, changes, or in any manner makes reservations to the terms of the drawings or specifications. If prequalification is required for this Contract, no bid will be accepted from a contractor that has not been prequalified.

4. Questions regarding documents, discrepancies, omissions, or doubt as to meanings shall be referred immediately to Ryan Stewart at [rstewart@montereycoe.org](mailto:rstewart@montereycoe.org)

Signatures:

- b. Each bid must give the full business address of the bidder and be signed by bidder. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officers signing on behalf of a corporation shall be furnished with the bid.
- c. The signatures on the Bid Form and other bid documents must be (1) original longhand signatures in permanent blue ink.

Pursuant to the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, which are hereby incorporated and made a part hereof and these Instructions to Bidders, every bidder shall set forth in its bid (using the Owner's form for Designation of Subcontractors):

- d. The name and location of the place of business, the California contractor license number, and (for all projects over Twenty-Five Thousand Dollars (\$25,000)) the public works contractor registration number, of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half ( $\frac{1}{2}$ ) of one percent (1%) of the bidder's total bid. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.
  
- b. The portion of the Work which will be done by each such subcontractor. If the bidder fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half ( $\frac{1}{2}$ ) of one percent (1%) of the bidder's total bid, the bidder agrees to perform that portion itself. The successful bidder shall not, without the consent of the Owner:
  1. Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
  2. Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.
  3. Sublet or subcontract any portion of the Work in excess of one-half ( $\frac{1}{2}$ ) of one percent (1%) of the total bid as to which the original bid did not designate a subcontractor.

The Director of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and the rate for legal holidays and overtime work. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified.

All Bid Forms must be accompanied by a completed Noncollusion Declaration and Sufficient Funds Declaration (Labor Code § 2810). All bids must be accompanied by an executed Fingerprinting Notice and Acknowledgment, Iran Contracting Act certification (if required by law; see the form), Workers' Compensation certification, responses to the Contractor Questionnaire (if required; see Paragraph 14, below), the DVBE Certification of Participation and the DVBE Good Faith Worksheet (if DVBE is required; see Paragraph 11, below), and the CARB Compliance Declaration.

Bids must be accompanied by a certified check, cashier's check, cash, or bidder's bond, for an amount not less than ten percent (10%) of the amount of the base bid, made payable to the order of the Owner. If a bidder's bond accompanies the bid, said bond shall be secured by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurer must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurer selected by Contractor and to require Contractor to obtain a bond from a surety insurer satisfactory to the Owner. Said check or bond shall be given as a guarantee that the bidder will enter into the Contract if awarded the Work, and in case of refusal or failure to enter into said Contract, the check or bond, as the case may be, shall be payable to the Owner and retained as liquidated damages.

Bids shall be sealed and filed as indicated in the Notice to Bidders. The bidder is responsible for ensuring that the bid and other documents are actually received at the location designated in the Contract Documents for receipt of the bid and other documents prior to the time for the bid opening. Bids and other documents for any reason not actually received at the designated location prior to the time for the bid opening shall not be opened or considered.

**THIS CONTRACT IS NOT SUBJECT TO THE DVBE REQUIREMENTS OF EDUCATION CODE SECTION 17076.11.**

Contractors shall maintain their licenses in good standing through Completion of the Work and all applicable warranty periods. Owner shall reject any bid as nonresponsive if bidder or any subcontractor is not licensed in good standing from the time the bid is submitted to Owner up to award of the Contract, whether or not the bidder listed the subcontractor inadvertently, or if a listed subcontractor's license is suspended or expires prior to award of the Contract. Owner also reserves the right to reject any bid as nonresponsive if a listed subcontractor's license is not in good standing to perform the work for which it is listed from the time of submission of the bidder's bid to award of the Contract.

The Owner reserves the right to waive any irregularity or failure to comply with the Contract Documents, and to reject any or all bids.

No responses to a Contractor Questionnaire are required to be submitted with a bid on this Contract.

To summarize, each bid for the Contract must include the following documents:

- A. Bid form, including proof of signers' authority.
- B. Bid security.
- C. Designation of Subcontractors.
- D. Noncollusion Declaration.
- E. Sufficient Funds Declaration.
- F. Fingerprinting Notice and Acknowledgement.
- G. Workers' Compensation Certification.
- H. CARB Compliance Declaration.
- I. Drug-Free Workplace Certification.
- J. Proof of registration per Labor Code §1725.5.

#### **WITHDRAWAL OF BIDS:**

Bids may be withdrawn by bidders prior to the time fixed for the submittal of bids or any authorized postponement thereof.

A successful bidder shall not be relieved of the bid unless by consent of the Owner or bidder's recourse to Public Contract Code §5100 et seq.

Unless otherwise required by law, no bidder may withdraw its bid for a period of ninety (90) days after the date set for the opening thereof or any extension thereof. The Owner reserves the right to take more than ninety (90) days to make a decision regarding the rejection of the bid or the award of the Contract.

#### **OPENING OF BIDS:**

Opening of bids in public shall be at Owner's discretion, as set forth in the Notice to Bidders.

#### **EXAMINATION OF CONTRACT DOCUMENTS AND SITE:**

Before submitting a bid, bidders shall examine the drawings, read the specifications, the form of Agreement between Contractor and Owner, and the other Contract Documents. Bidders shall visit the site of the proposed Work, examine the building, or buildings, if any, and any work that may have been done thereon. Bidders shall fully inform themselves of all conditions, in, at, and about the site, the building or buildings, if any, and any work that may have been done thereon.

Pursuant to Public Contract Code section 1104, (1) bidders shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, except on clearly designated design build projects; (2) however, bidders shall be required to review architectural or engineering plans and specifications prior to submission of their bids and to report any errors and omissions to the Architect and Owner; and (3) the review shall be confined to the bidder's capacity as a bidder and not as a licensed design professional.

## **BID PROTESTS**

All bid protests must comply with the following, or they shall be rejected as invalid:

1. The protest shall be in writing;
2. The protest shall be filed and received no later than 4:00 p.m. on the fourth (4th) business day after the deadline for submittal of the bids;
3. The protest shall set forth in detail all grounds for the protest, including all facts, supporting documentation, legal authorities and arguments in support of the bid protest;
4. Before the bid protest deadline, the protesting party shall transmit the complete bid protest, including all documentation, to all other parties having a potential interest that may be adversely affected by the outcome of the protest, including but not limited to all other bidders who may have a reasonable prospect of losing or obtaining an award of the Contract depending on the outcome of the protest; and
5. All factual contentions must be supported by competent, admissible and credible evidence.

The procedures and time limits set forth in this section for bid protests are strictly construed and are protesting party's sole and exclusive remedy in the event of a bid protest. Protesting party's failure to strictly comply with these procedures and time limits shall constitute a waiver of any right to further pursue the bid protest, including but not limited to the presentation of a Government Code claim or legal proceedings. Any matter not set forth in the protest, including any ground for the protest or any evidence supporting a ground for the protest, shall be deemed waived.

A protesting party may not rely on the bid protest submitted by another protesting party, but must timely pursue its own bid protest.

Owner shall review a bid protest that was not rejected for failing to comply with the above procedures. Any final decision on such a bid protest shall be made by the Governing Board.

## **FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:**

The form of Agreement between Owner and Contractor which the successful bidder will be required to execute, if awarded the Work, is a part of this Bid Package.

### **ADDENDA OR BULLETINS:**

Any addenda or bulletins, issued during the time of bidding, shall form a part of the drawings and specifications loaned to the bidder for the preparation of its bid, shall be covered in the bid, and shall be made a part of the Contract Documents. All addenda or bulletins shall be signed by the Architect and approved by the Division of State Architect.

### **EVIDENCE OF RESPONSIBILITY:**

Upon the request of Owner, a bidder shall submit promptly to the Owner or its designee satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work required by the Owner, the bidder's organization available for the performance of the Contract, and any other required evidence of the bidder's or its subcontractor's qualifications to perform the proposed Contract. The Owner may consider such evidence before making its decision awarding the proposed Contract. Failure to submit evidence of the bidder's or its subcontractors' responsibility to perform the proposed Contract may result in rejection of the bid.

### **AWARD OF CONTRACT:**

Rejection of any or all bids, contracting work with whomever and in whatever manner, abandoning work entirely, and/or waiving any informality in receiving of bids are reserved as the rights of the Owner. Before the Contract is awarded, the Owner may, at its sole discretion, require from a potential Contractor on the Contract further evidence of the reasonable qualifications of such contractor to faithfully, capably, and reasonably perform the Contract and may consider such evidence before making its decision on the award of the Contract.

If awarded, the Contract shall be awarded to the lowest responsible and responsive bidder as indicated in the Notice to Bidders and as interpreted by the Owner under California law and as specified herein.

Owner reserves the right, without any liability, to cancel the award of the Contract for any reason at any time before the full execution of the Agreement between Owner and Contractor.

### **EXECUTION OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:**

Contractor shall sign and return the Agreement within ten (10) days after delivery of the Notice of Award of Contract, or prior to the commencement of the Work, whichever is earlier. The Contractor shall sign the Agreement in as many originals as the Owner deems necessary. Within ten (10) days after delivery of the Notice of Award of Contract, or prior to the commencement of the Work, whichever is earlier, the Contractor shall also submit to Owner the Contract payment and performance bonds; insurance certificates, additional insured endorsement, and declarations page; a Public Contract Code section 3006(a) Roof Project Certification, if required; the Drug-Free Workplace Certification; the Student Contact Form (see

Attachment B to the Fingerprinting Notice and Acknowledgement); a schedule of values (see General Conditions §9.2.1.A); a schedule of cash flow (see General Conditions §9.2.1.B); and subcontractor information (see General Conditions §9.2.1.D). Within two (2) weeks after awarding the Work, or prior to commencement of the Work, whichever is earlier, the Contractor shall also submit to Owner the certified baseline schedule (see General Conditions §3.9.1). If the Contractor does not comply with this paragraph, Owner may revoke and/or cancel the award to the Contractor, award the Contract to the next lowest bidder, and pursue the low bidder and bid bond for damages, or may otherwise proceed as allowed by law. A Roof Project Certification is not required if (1) the Owner has ADA (average daily attendance) of 2,500 or less, or (2) the Work involves repair of 25% or less of the roof, or costs \$21,000 or less.

### **CONTRACT BONDS:**

As required by the Contract Documents, two bonds, as itemized below and in the forms presented in these Contract Documents, shall be furnished by the Contractor. They shall be in the form of surety bonds issued by Admitted Surety insurers (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

**Performance Bond** in the amount of one hundred percent (100%) of the Contract Sum to insure Owner during construction, and for one year after Completion and during any warranty or guaranty period, against faulty or improper materials or workmanship and to assure Owner of full and prompt performance of the Contract.

**Payment Bond** (Labor and Material) in the amount of one hundred percent (100%) of the Contract Sum in accordance with the laws of the State of California to secure payment of any and all claims for labor and materials used or consumed in performance of this Contract.

### **REQUESTS FOR SUBSTITUTION OF MATERIALS PRIOR TO BIDDING:**

The Contractor must ensure that requested substitutions by the Contractor or its subcontractors are submitted to the Owner and Architect a minimum of fourteen (14) calendar days prior to the bid opening for review and possible approval of any equipment or materials thought to be equal to or better than those specified in the drawings or specifications. An addendum may be issued by Owner prior to bid opening, including all equipment and materials deemed equivalent to those specified and approved by the Architect. Requests for substitution shall include comparative spec-data of the specified equipment or material and the proposed substitution as set forth in the Contract Documents; requests without this information will be automatically rejected.

Requests for substitution shall be submitted on the Owner's form, which Owner shall provide upon request. Requests for substitution shall conform to the Contract Documents, including but not limited to General Conditions section 3.11.4.3.

**PAYMENTS:**

Payments to the Contractor on account of the Contract shall be made in accordance with the terms of the Contract Documents.

**TAXES:**

The Owner is generally exempt from payment of Federal Excise Tax on materials. The Owner will furnish exemption certificates to the Contractor to be used to obtain materials ordinarily subject to Federal Excise Tax without payment of the tax. Bidder shall deduct Federal Excise Taxes from their bid prices before submitting bids, so that such taxes will not be included in the Contract Sum.

**EARLY TERMINATION:**

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order Work on the Contract to cease. The Owner will remain obligated to pay for the Work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the Work has not been done.

**TIME OF COMPLETION AND LIQUIDATED DAMAGES:**

The Contract Time shall end December 30, 2026. Liquidated damages for delay in Completion of the Work within the Contract Time, or for delay in completion of a specified portion of the Work by the deadline, will accrue and may be assessed as provided in the Contract Documents, including Article III of the Agreement and Article 8 of the General Conditions.

**SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION**

The Owner requires Contractor to comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

## **BID FORM**

Big Sur Unified School District  
69325 Highway 1  
Big Sur, CA 93920

Dear Board Members:

The undersigned, doing business under the firm name of \_\_\_\_\_, hereby proposes and agrees to enter into a contract, with the Big Sur Unified School District (“Owner”), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as

**Big Sur Unified School District**  
The Contract Documents were prepared by

**Big Sur Unified School District**

### **Bid Amount (Base Bid):**

The undersigned proposes to furnish such labor, materials, applicable taxes, equipment and services for the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

### **Miscellaneous:**

The low bid shall be determined as described in the Notice to Bidders.

The undersigned shall, within ten (10) days after the Notice of Award or prior to the commencement of the Work, whichever is earlier, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the Instructions to Bidders.

The undersigned declares that it has read and understands the Contract Documents, including but not limited to the Notice to Bidders, the Instructions to Bidders, the Agreement, the General Conditions, the Drawings, the Specifications, and any Special Conditions.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

\_\_\_\_\_

Email: \_\_\_\_\_

Our Public Liability and Property Damage Insurance is placed with:

\_\_\_\_\_

\_\_\_\_\_

Our Workers' Compensation Insurance is placed with:

\_\_\_\_\_

\_\_\_\_\_

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in Completing the Contract, they are to become a part thereof.

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

Addendum No. \_\_ Date \_\_

Addendum No. \_\_\_\_\_ Date

Addendum No. \_\_ Date \_\_

Addendum No. \_\_\_\_\_ Date

Addendum No. \_\_ Date \_\_

Addendum No. \_\_\_\_\_ Date

This bid may be withdrawn in writing at any time prior to the scheduled time for the opening of bids, including any authorized postponement thereof.

A bidder shall not submit this bid form unless the bidder's California contractor's license number appears clearly on it, the license expiration date and class are stated, and the bid form contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

Proof of Bidder's registration per Labor Code §1725.5 must be submitted with this bid form.

**NOTE:** This bid form must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officers signing on behalf of a corporation shall be furnished with the bid.

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

Name of Company as Licensed in California: \_\_\_\_\_

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

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

Email: \_\_\_\_\_

California Contractor License No.: \_\_\_\_\_

Class and Expiration Date: \_\_\_\_\_

Public Works Contractor Registration No.: \_\_\_\_\_

State of Incorporation, if Applicable: \_\_\_\_\_



## BID BOND

Bond Number: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that we the undersigned \_\_\_\_\_ as Principal and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the Big Sur Unified School District (“Owner”) in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of the Pacific Valley Off- Grid Electrical System Upgrade Project (**BID 26-001**) in strict accordance with Contract Documents.

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of agreement attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all properly completed in accordance with said bid), and shall in all other respects perform the agreement created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed hereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the name and corporate party being hereto affixed and these presents duly signed by its

undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

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

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

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

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

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

\_\_\_\_\_

The rate or premium of this bond is \_\_\_\_\_ per thousand, the total amount of premium charged, \$\_\_\_\_\_.

(The above must be filled in by Corporate Surety).

## DESIGNATION OF SUBCONTRACTORS

Owner: Big Sur Unified School District

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Project: Pacific Valley Off-Grid (BID 26-001)

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Site: Pacific Valley School  
69325 Highway 1, Big Sur, CA 93920

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Each bidder shall set forth below the name and the location of the place of business of each subcontractor, and the California contractor license number and (for all projects over Twenty-Five Thousand Dollars (\$25,000)) public works contractor registration number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total bid, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

For all projects over Twenty-Five Thousand Dollars (\$25,000): For any bid proposal submitted, and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable bid.





# NONCOLLUSION DECLARATION

Owner: Big Sur Unified School District

Project: Pacific Valley School Off-Grid (BID 26-001)

Site: Pacific Valley School

69325 Highway 1, Big Sur, CA 93920

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid or proposal ("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 or proposer ("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 or proposing ("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 \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

# SUFFICIENT FUNDS DECLARATION

(Labor Code section 2810)

To Be Executed by Bidder and Submitted with Bid

Owner: Big Sur Unified School District  
Project: Pacific Valley Off-Grid Electrical System Upgrade Project (BID 26-001)  
Site: Pacific Valley School  
69325 Highway 1, Big Sur, CA 93920

I, \_\_\_\_\_, declare that I am the \_\_\_\_\_ *[insert title]* of \_\_\_\_\_, the entity making and submitting the bid for the above Project that accompanies this Declaration, and that such bid includes sufficient funds to permit \_\_\_\_\_ *[insert name of entity]* to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that \_\_\_\_\_ *[insert name of entity]* will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on \_\_\_\_\_, 20\_, at \_\_\_\_\_ *[city]*, \_\_\_\_\_ *[state]*.

Date:

\_\_\_\_\_

\_\_\_\_\_

Signature

Print Name:

Print Title:

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

# FINGERPRINTING NOTICE AND ACKNOWLEDGMENT FOR CONSTRUCTION CONTRACTS

(Education Code Section 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility may comply with Education Code section 45125.2, in which case it would not have to comply with Section 45125.1. If such an entity is not compliant with Section 45125.2, then it must comply with Section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. Therefore, the following information is provided simply to assist you with compliance with the law:

1. The Owner has determined that your employee(s), or you as a sole proprietor, will have more than limited contact with students, therefore the law requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):
  - a. Install a physical barrier at the worksite to limit contact with pupils.
  - b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see *Attachment A* to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of Justice pursuant to Education Code section 45125.1(a).
  - c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see *Attachment B* to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

2. If you are providing services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)
3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).)

I have read the foregoing and agree to comply with the requirements of this notice and Education Code sections 45125.1 and 45125.2 as applicable.

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Name of Contractor

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Signature

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Print Name

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Date

## ATTACHMENT A

### Violent and Serious Felonies

Under Education Code section 45125.2, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in

violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision

**ATTACHMENT B**

**STUDENT CONTACT FORM  
FOR CONSTRUCTION CONTRACTS**

*Note: This form must be submitted by the Contractor before it may commence any work.*

Contractor Firm Name:	
Supervisor/Foreman Name:	
Start Date:	
Completion Date:	
Location of Work:	
Hours of Work:	
Length of Time on Grounds:	
Number of Employees on the Job:	

I am an owner or officer of Contractor authorized to sign this document on behalf of Contractor. Contractor acknowledges that the Owner has determined that Contractor's employees, or Contractor as a sole proprietor, will have more than limited contact with students. Therefore, in order to comply with Education Code section 45125.2, Contractor will use the following methods to ensure student safety (check at least one):

- A physical barrier will be installed at the worksite to limit contact with pupils.
- Contractor is not a sole proprietorship, and its employees will be continually monitored and supervised by one of its employees who has not been convicted of a violent or serious felony.

Name of Supervising Employee:

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

- The Owner has agreed that Contractor's employees, or Contractor as sole proprietor, will be surveilled by Owner's personnel.

If Contractor does not comply with the requirements of Education Code section 45125.2, then Contractor will comply with the requirements of Education Code section 45125.1.

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

Date:

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Signature

Print Name:

Print Title:

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# WORKERS' COMPENSATION CERTIFICATE

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:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

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Name of Contractor

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Signature

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Print Name

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Date

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

# CARB COMPLIANCE DECLARATION

To Be Executed by Bidder and Submitted (including attachments) with Bid

Owner: Big Sur Unified School District

Project: Pacific Valley School Off-Grid Electrical System Upgrade Project (BID 26-004)

Site: Pacific Valley School

69325 Highway 1, Big Sur, CA 93920

## Background

CALIFORNIA AIR RESOURCES BOARD (“CARB”) <https://ww2.arb.ca.gov/>

For any project awarded on or after January 1, 2024, Public Works Awarding Bodies are required to obtain valid CARB **Certificates of Reported Compliance (“CRC”)** from all contractors and listed subcontractors before awarding the project. The Public Works Awarding Body will be required to retain CRCs for three years after the project is complete, and the CRCs are subject to CARB review upon five calendar days' notice.

**The Regulations apply to all “Public Works Awarding Bodies,” which phrase is broadly defined as “any public agency (state, county, city, school district, community college district, water district, sanitation district, transit district, etc.), or official thereof, in the state of California, that awards or enters into a contract for the erection, construction, alteration, repair, removal, or improvement of any public structure, building, road, or other public lands, property, or improvement of any kind.”**

**The bidder must fully execute this document and submit it, including required attachments, with its bid for the above-captioned project. The bidder must attach the CRCs for the bidder and all of its subcontractors to this document.**

The ARB Diesel Off-Road Online Reporting System (DOORS) reporting system is where the bidder and its subcontractors are able to obtain their CRCs: [DOORS \(ca.gov\)](https://ww2.arb.ca.gov/our-work/programs/truckstop-resources/road-zone). There is also an additional website that provides them with more information on the regulation along with FAQs and user guides. The website for the “Off-Road Zone” is <https://ww2.arb.ca.gov/our-work/programs/truckstop-resources/road-zone>.

If any questions, please call the DOORS Hotline at 877-593-6677 or email <[doors@arb.ca.gov](mailto:doors@arb.ca.gov)>. Please note that at this time DOORS staff has limited access to documents received via mail and fax is unavailable.

[Fact Sheet: Contracting Requirements | California Air Resources Board](https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-contracting-requirements)  
<https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-contracting-requirements>

[Fact Sheet: Renewable Diesel Fuel Requirements | California Air Resources Board](https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-renewable-diesel-fuel-requirements)  
<https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-renewable-diesel-fuel-requirements>

## Declaration

I, \_\_\_\_\_ *[name of declarant]*, declare that I am the \_\_\_\_\_ *[title]* of \_\_\_\_\_ *[name of bidding contractor]*, the entity making and submitting a bid for the above Project; that all CRCs required for \_\_\_\_\_ *[name of bidding contractor]* and its subcontractors on the above Project are attached to this declaration; that all of the attached CRCs are current and valid; and that the attached CRCs will allow the Owner to comply with the applicable CARB requirements in connection with the Project.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on \_\_\_\_\_, 20\_, at \_\_\_\_\_ *[city]*, \_\_\_\_\_ *[state]*.

Date:

\_\_\_\_\_

\_\_\_\_\_

Signature

Print Name:

Print Title:

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

## DRUG-FREE WORKPLACE CERTIFICATION

The Drug-Free Workplace Act of 1990 (Government Code sections 8350 *et seq.*) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

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

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- (b) Establishing a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The person's or organization's policy of maintaining a drug-free workplace;
  - (3) The availability of drug counseling, rehabilitation and employee-assistance programs;
  - (4) The penalties that may be imposed upon employees for drug abuse Violations;
- (c) Requiring that each employee engaged in the performance of the contract 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 publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner 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 or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 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.

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Name of Contractor

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Signature

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Print Name

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Date

