

DESCRIPTION / SCOPE OF WORK	TOTAL PROPOSAL AMOUNT				
2022 pw 01 Provide and install Shade Structure for Lincoln Tech Acade Follow all DSA approved plan requirements.	emy. \$				
Please provide detailed quote. Do not include federal excise tax. If sales tax applies, s Attach additional paperwork if necessary.					
Walk-Through Date/Time: 1/6/22 10.00 AM Requ	uired: YES NO				
Projected Project Start Date:Lead	Time Required:				
Estimated Time of Completion:Bond	Is Required: YES NO				
The undersigned declares under penalty of perjury under the laws of the state of California that the representations made in this proposal are true and correct.					
Name of Firm Print Na	ame				

Address			_	Date				
City	State	Zip	_	Contractor Lic	ense No.	Туре	Expiration	Date
Telephone			_	DIR Number			Expiration	Date
			For District U	se Only				
P\	ublic Project NC100 required PR and upload required	d		_	Maintenance V PWC100 requi CPR and uploa	red		
Proposal Acce	epted		□ PWC 100			□ NOC_		

CSA on file _____

Valid CSLB

Valid DIR

Final Pmt_____

□ Board

Bonds _____

□ Req #_____

□ PO #_____

Award of Contract

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

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

<u>https://resources.finalsite.net/images/v1551296001/lodiusdnet/pcvz1wellclxeamsponu/CUPCCAAGeneralTermsandCo</u> <u>nditions2019ADA.pdf</u> and may be downloaded and printed for your files.

No work or services should be provided prior to receiving an authorized contract (purchase order). The District is not obligated to make any payments on any agreement prior to authorizing and executing a contract.

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

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

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

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

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

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

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

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

INDEPENDENT CONTRACTOR STUDENT CONTACT FORM

Contractor Name:					
Supervisor/Foreman	Name:				
Start Date:	Completion Date:				
Location of Work:	Hours of Work:				
Length of Time on Gro	punds:				
Number of Employees	s on the Job:				
Yes No					
	Employees will have more than limited contact with students as determined by District or if by Contractor, please explain:				
If yes, the foll	owing steps will be taken to ensure student safety (check):				
	A physical barrier will be installed at the worksite to limit contact with pupils.				
Employees will be continually monitored and supervised by an employee who has not been convicted of a violent or serious felony.					
	Name of Supervising Employee:				
	Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:				
	Name of employee who is the custodian of the Department of Justice verification information:				
District agrees: Employees will be surveilled by District's personnel.					
I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.					
Date:	Signature:				
	Print Name:				
	Print Title:				
Not	te: This document must be executed and submitted with the Proposal				

THIS PACE MILLING PACE MILLING

PAYMENT BOND

(Labor and Material)

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

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

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

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

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

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

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

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

Princip	al
Surety	
Ву:	Attorney-in-Fact

The above bond is accepted and approved this _____ day of ______, _____,

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

IN WITNESS	WHEREOF,	the above-bounden	parties have e	xecuted this in	nstrument u	nder their s	several seals
this	_ day of						

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

(To be signed by (Principal and Surety, (and acknowledged and (Notarial Seal attached)))	
(Affix Corporate Seal)		
		(Individual Principal)
		(Business Address)
(Affix Corporate Seal)		
		(Corporate Principal)
		(Business Address)
(Affix Corporate Seal)		
		(Corporate Surety)
		(Business Address)
		Ву:
The rate of premium on this bond is _		
The total amount of premium charged	is	·
The above must be filled in by Corpora	ate Surety.	