



Business Department - Facilities Development and Planning
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BID DOCUMENTS

FOR THE

LONG BEACH UNIFIED SCHOOL DISTRICT

FOR

BID SCHEDULE NO. FAC12-1718

Jordan Plus- Conversion (Head Start)

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NOTICE CALLING FOR BIDS

LONG BEACH UNIFIED SCHOOL DISTRICT

NOTICE IS HEREBY GIVEN that the Long Beach Unified School District, acting by and through its Governing Board, hereinafter referred to as "District", will receive prior to **2:00 p.m. on the 3rd day of October , 2017** sealed bids for the award of a Contract for the following:

BID SCHEDULE NO. FAC12-1718

JORDAN PLUS- CONVERSION (HEAD START)

All bids shall be made and presented only on the forms presented by the District. Bids shall be received at the District's Facilities Development and Planning office, located at 2425 Webster Avenue, Long Beach, California 90810, prior to the date and time indicated above, at which time the bids will be opened and read aloud. Whether or not bids are opened exactly at the time fixed in this notice, no bid will be received after the bid deadline. Any bids received after the time specified or after any extensions shall be returned unopened.

There will be a Pre-Bid Conference at **2:00 pm on September 21, 2017.**

Location of Pre-Bid Conference:
Facilities Development and Planning
Conference Room #3
2425 Webster Ave.
Long Beach, CA 90810

A site visit will be held immediately following the pre-bid conference.

Bidders may obtain a full set of Bid Documents from Crisp Imaging PlanWell Department at www.Crisplmg.com. The Bid Documents include, but are not limited to: Bid Front End Documents, Specifications, Drawings, OCIP Insurance Manual, OCIP Safety Standards, Hazardous Materials Report, Abatement Specifications, Geotechnical Report, DSA Addenda, and Bid Addenda issued by the District, pursuant to which the Project is to be constructed and upon which the bidders are to base their bids, Crisp Imaging maintains the Planholders list for the project and will use this list to notify bidders via e-mail of any Bid Addenda issued by the District during the bidding process.

Each bidder shall be a licensed contractor pursuant to the California Business and Professions Code, and be licensed to perform the work called for in the Contract Documents. The successful bidder must possess a valid and active Class **B** License at the time bid is submitted and throughout the duration of this Contract. The Contractor's California State License number shall be clearly stated on the bidder's proposal

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

This project is subject to the District's Owner Controlled Insurance Program ("OCIP"). Contractor and their Subcontractors of all tiers will be required to have an Experience Modification Rating ("EMR") of 1.24 or less at the time of enrollment into the OCIP. It is the Contractor's responsibility to ensure that it and all its known Subcontractors meet the EMR requirements. By submitting a bid for this project, Contractor and its Subcontractors agree to accept and enroll in the OCIP. The Contractor and Subcontractors are required to meet all requirements of the OCIP as noted in the LBUSD OCIP Manual and LBUSD Safety Standards included with the Bid Documents.

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

Contractor should consult the General Conditions and Supplemental Conditions regarding Milestones and Liquidated Damages.

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.

Each bidder shall submit a list of the designated subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act, California Public Contract Code section 4100, *et seq.*, on the form furnished with the Contract Documents.

The California Public Contract Code section 22300 permits the substitution of securities for any moneys withheld by the District to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor.

Each bidder's bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure section 995.120, made payable to the District in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than ten percent (10%) of the total base bid as a guarantee that the bidder will enter into the Contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates, OCIP documents, and any other required documents. In the event of failure to enter into said Contract or provide the necessary documents, said security will be forfeited.

All bonds (Bid, Performance, and Payment) must be issued by a California admitted surety as defined in California Code of Civil Procedure section 995.120.

Separate payment and performance bonds, each in an amount equal to 100% of the total Contract amount shall be required, and provided to the District prior to the execution of the Contract in the form set forth in the Contract Documents.

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the Bid Opening.

The Contractor and all Subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. The District has obtained from the Director of the Department of Industrial Relations ("DIR") the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the Contract. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are available upon request from the District, and are also available from the Director of the Department of Industrial Relations at www.dir.ca.gov. Pursuant to California Labor Code section 1720 *et seq.*, it shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

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

Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

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

Where applicable, bidders must meet the requirements set forth in Public Contract Code section 10115, *et seq.*, Military and Veterans Code section 999, *et seq.* and California Code of Regulations, Title 2, section 1896.60, *et seq.*, regarding Disabled Veterans Business Enterprise ("DVBE") Programs. Forms are included in this Bid Package.

Any request for substitutions pursuant to Public Contract Code section 3400 must be made at the time of Bid on the Substitution Request Form set forth in the Contract Documents and included with the bid.

No telephone or facsimile machine will be available to bidders on the District premises at any time.

It is each bidder's sole responsibility to ensure its bid is timely delivered at the front counter of the Facilities Development and Planning office, 2425 Webster Avenue, Long Beach, California 90810. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

LONG BEACH UNIFIED SCHOOL DISTRICT
Los Angeles County, State of California

INSTRUCTIONS TO BIDDERS

WARNING: READ THIS DOCUMENT CAREFULLY

1. Preparation of Bid Form. Proposals under these Specifications shall be submitted on the blank forms furnished herewith at the time and place stated in the Notice Calling for Bids. All blanks in the bid form must be appropriately filled in, and all proposed prices must be stated clearly and legibly in both words and numerals. All bids must be signed by the bidder in permanent ink and submitted in a sealed envelope, bearing on the outside, the bidder's name, Bid Schedule No., and the name of the Project for which the bid is submitted. The District reserves the right to reject any bid if all of the above information is not furnished. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

2. Bid Security. Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure section 995.120, made payable to the District, in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than **ten percent (10%)** of the total base bid amount of such bidder's bid as a guarantee that the bidder will enter into the proposed Contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event that a bidder is awarded the Contract and such bidder fails to enter into said Contract or provide the surety bond or bonds **within five (5) calendar days** after receipt of the Recommendation to Award and Contract Documents from the District.

3. Signature. All Bid Documents required to be signed shall be signed in permanent ink in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the Bid Documents.

If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is provided to the District. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If bidder is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the District, in which case the general partner may sign.

Bids submitted as joint ventures must so state and be signed by each joint venturer.

Bids submitted by individuals must be signed by the bidder unless a Power of Attorney is included with the bid, then said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

4. Modifications. Changes in or additions to the bid form, recapitulations 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 Notice Calling for Bids. **No oral or telephonic modification of any bid submitted will be considered.**

5. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of

the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the District determines that any bid is unintelligible, inconsistent, or ambiguous, the District may reject such bid as not being responsive to the Notice Calling for Bids.

6. Examination of Site and Contract Documents. Each bidder shall visit the site of the proposed work and become fully acquainted with the conditions relating to the construction and labor so that the facilities, difficulties, and restrictions attending the execution of the work under the Contract are fully understood. Bidders shall thoroughly examine and be familiar with the drawings and specifications and all other documents and requirements that are attached to and/or contained in the Project Manual or other documents issued to bidders. The failure or omission of any bidder to receive or examine any Contract Documents, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall not relieve any bidder from obligations with respect to the bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this Section. Bidders shall not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done. **Under no circumstances shall any bidder be present on school grounds unless escorted by an Authorized District Representative.** Any requests for a site visit after the Pre-Bid Conference and Site Visit must be coordinated with the Project/Construction Manager and are subject to their availability.

7. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned upon demand therefore.

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening 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 will be required to be furnished at the time of execution of the Agreement, are included in the bid documents and should be carefully examined by the bidder. The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond required is three (3). Payment and Performance bonds must be executed by an admitted surety insurer as defined in Code of Civil Procedure section 995.120.

9. Interpretation of Plans and Documents/Pre-Bid Clarification. If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions, a written request for an interpretation or clarification thereof shall be submitted to the District. The bidder submitting the request shall be responsible for its prompt delivery. **Any interpretation or correction of the Contract Documents will only be made by Addendum duly issued by the District, and a copy of such Addendum will be made available for each contractor receiving a set of the Contract Documents.** No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the District. If discrepancies on drawings, specifications or elsewhere in the Contract Documents are not covered by addenda, bidder shall comply with the Specifications.

10. Bidders Interested in More Than One Bid. No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one prime bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.

11. Award of Contract. The Contract will be awarded to the lowest responsive responsible bidder by action of the governing Board. 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. In the event an award is made to bidder, and such bidder fails or refuses to execute the Contract or provide the required documents within five (5) calendar days after receipt of the Contract Documents, the District may award the Contract to the next

lowest responsible and responsive bidder or reject all bids. **Each bid must conform and be responsive to the Contract Documents as defined in the General Conditions.**

12. Bid Protest Procedure. Any bidder may file a bid protest. The protest shall be filed in writing with the Assistant Purchasing and Contracts Director within three (3) business days after the date of the bid opening. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

a. Resolution of Bid Controversy: Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the protest and present evidence that the apparent low bidder should be allowed to perform the Work. An informal hearing will be held if deemed appropriate by the District. District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the bid will state the reasons for the actions taken by the District per the protest and will be copied to all parties involved in the protest.

b. Appeal: If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the Executive Director, or their designee, within three (3) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail to the address provided below, with all accompanying information relied upon for the appeal and an e-mail address where questions and responses may be delivered:

**Executive Director
Long Beach Unified School District
2425 Webster Avenue, Long Beach, California 90810**

c. Appeal Review: The Executive Director or their designee shall review the decision on the bid protest from the Assistant Purchasing and Contracts Director and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Executive Director or the Hearing Officer shall be rendered within fifteen (15) business days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.

d. Reservation of Rights to Proceed with Project Pending Appeal. The District reserves the right to proceed to award the Project and commence construction pending an Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this Section if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

e. Finality. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

13. Alternates. If alternate bids are called for, the Contract may be awarded at the election of the Governing Board to the lowest responsible and responsive bidder using the method and procedures outlined in the Notice Calling for Bids and as specified in the section entitled Alternate/Deductive Bid Alternates.

a. Subcontractor Listing for Alternates. If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate.

14. 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, surety and insurance claims experience, construction experience,

completion ability, workload, organization available for the performance of the Contract, and other factors pertinent to a Project of the scope and complexity involved.

15. Listing Subcontractors. Each bidder shall submit with his bid, on the form furnished with the Contract Documents, a list of the names, license numbers, scopes of work, locations of the places of business, and Department of Industrial Relations (“DIR”) registration numbers of each subcontractor who will perform work or labor or render service to the bidder in or about the project, or a subcontractor who under subcontract to the bidder, specially fabricates and installs a portion of the work, in an amount in excess of one-half of one percent (0.5%) of the bidder’s total bid as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100, et seq.) Pursuant to Labor Code section 1725.5, all subcontractors (of any tier) performing work on this Project must be properly registered with DIR.

16. Workers’ Compensation. In accordance with the provisions of Labor Code section 3700, the successful bidder as the Contractor shall secure payment of compensation to all employees. The Contractor shall sign and file with the District the following certificate prior to performing the work under this contract: “I am aware of the provisions of Section 3700 of the Labor Code, which requires 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.” The form of such certificate is included as a part of the Bid Documents.

17. Contractor’s License. To perform the work required by this notice, the Contractor must possess the Contractor’s License as specified in the Notice Calling for Bids, and the Contractor must maintain the license throughout the duration of the contract. If at the time of Bid Submission, bidder and all subcontractors are not licensed to perform the Work in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California and the Notice Calling for Bids, such bid will be deemed non-responsive and the Contractor may forfeit its bid security to the District.

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 section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by such Contractor.

19. Preference for Materials and Substitutions.

a. One Product Specified. Unless the Plans and Specifications state that no Substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make, trade name, or catalog number, with or without the words, “or equal,” such specification shall be read as if the language “or equal” is incorporated.

b. Request for Substitution. Bidder may, unless otherwise stated, offer any material, process, article, etc., which is materially equal or better in every respect to that so indicated or specified (“Specified Item”) and will completely accomplish the purpose of the Contract Document. If bidder desires to offer a Substitution for a Specified Item, such bidder must make a request in writing on the District’s Substitution Request Form (“Request Form”) and submit the completed Request Form with the bidder’s bid.

The Request Form must be accompanied by evidence as to whether the proposed substitution:

- 1) Is equal in quality, service, and ability to the Specified Item as demonstrated by a side by side comparison of key characteristics and performance criteria (CSI comparison chart);
- 2) Will entail no changes in detail, construction and scheduling of related work;
- 3) Will be acceptable in consideration of the required design and artistic effect;
- 4) Will provide no cost disadvantage to the District;

- 5) Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
- 6) Will require no change in the Contract Time.

In completing the Request Form, bidder must state with respect to each requested substitution whether bidder will agree to provide the Specified Item in the event that the District denies bidder's request for substitution of a Specified Item. In the event that bidder does not agree in the Request Form to provide the Specified Item and the District denies the requested Substitution, the bidder's bid shall be considered non-responsive and the District may award the Contract to the next lowest bidder or in its sole discretion, release all bidders. In the event that bidder has agreed in the Request Form to provide the Specified Item and the District denies bidder's requested substitution for a Specified Item, bidder shall execute the Agreement and provide the Specified Item without any additional cost or charge to the District, and if bidder fails to execute the Agreement with the Specified Item(s), bidder's bid bond will be forfeited.

After the bid opening, the apparent lowest bidder shall provide, within five (5) calendar days of opening such bids, any and all Drawings, Specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

After the District's receipt of such evidence by bidder, the District will make its final decision as to whether the bidder's request for Substitution for any Specified Items will be granted. The District shall have sole discretion in deciding as to whether a proposed request for Substitution is equal to or better than a Specified Item. Any request for Substitution which is granted by the District shall be documented and processed through a Change Order. The District may condition its approval of any Substitution upon delivery to the District of an extended warranty or other assurances of adequate performance of the Substitution. Any and all risks of delay due to DSA, or any other governmental agency having jurisdiction shall be on the bidder.

20. Disqualification of Bidders and Proposals. More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidder is interested and the bidder will forfeit their bid security to the District.

21. Unbalanced or Altered Bids. Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected. If, in the District's sole discretion, it determines any pricing, costs or other information submitted by a bidder may result in an unbalanced bid, the District may deem such bid non-responsive. A bid may be determined by the District to be unbalanced if the bid is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advanced payment.

22. Employment of Apprentices. The Contractor and all Subcontractors shall comply with the provisions of California Labor Code including, but not limited to sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices. The Contractor and any Subcontractor under him shall comply with the requirements of said sections, including applicable portions of all subsequent amendments in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

23. Non-Collusion Declaration. Public Contract Code section 7106 requires bidders to submit declaration of non-collusion with their bids. This form is included with the bid documents and must be signed and dated by the bidder under penalty of perjury.

24. Prevailing Wage Rates.

a. The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code section 1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available to any interested party on request and are also available from the Director of the Department of Industrial Relations. The Contractor shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

b. Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

c. Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.

d. These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are available upon request from the District, and are also available from the Director of the Department of Industrial Relations at www.dir.ca.gov. It is the Contractor's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

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

This Project is a public works project as defined in Labor Code section 1720. Each contractor bidding on this Project and all subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. For more information and up to date requirements, contractors are recommended to periodically review the DIR's website at www.dir.ca.gov. Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall contractor be granted increased payment from the District or any time extensions to complete the Project as a result of contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and grounds for termination for cause. The contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and

related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

26. No Telephone or Facsimile Availability. No telephone or facsimile machine will be available to bidders on the District premises at any time.

27. Obtaining Bidding Documents. Bidding Documents may be purchased for download or print from the PlanWell Department at C2 Reprographics at www.C2Repro.com.

Bidder shall utilize a complete set of Bidding Documents in preparing a bid. The failure or omission of bidder to receive any Bidding Document, form, instrument, Addendum, or other document shall not relieve bidder from any obligations with respect to the bid and/or Contract.

28. Addenda. Clarification or any other notice of a change in the Bidding Documents will be issued only by the District and only in the form of a written Addendum. Notification of an Addendum will be sent via e-mail by C2 Reprographics to all who are known by C2 Reprographics to have received a complete set of Bidding Documents. Any other purported Addenda are void and unenforceable.

Bidder is responsible for ascertaining the disposition of all Addenda issued regardless of Owner notification and to acknowledge all Addenda in the submitted sealed bid prior to the bid opening. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for inspection. Each Addendum will be numbered, dated, and identified with the Project number. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable. Addenda issued by the District and not noted as being acknowledged by bidder as required in the Bid Form, may result in the bid being deemed non-responsive.

29. Local Hiring Requirements. This Project is subject to the District's Local Source Hiring and Local Business Participation Program. Contractor who is awarded this project will need to follow the participation requirements set forth in the Local Hiring Participation Program included in the Bid Documents.

30. Debarment. Bidder may also be subject to debarment, in addition to seeking remedies for False Claims under Government Code section 12650 *et seq.* and Penal Code section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or designated hearing officer, who in their discretion, finds the Contractor has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the District;
- b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
- c. Committed an act or offense which indicates a lack of business integrity or business honesty; or
- d. Made and/or submitted a false claim against the District or any other public entity (See Government Code section 12650, *et seq.*, and Penal Code section 72)

END OF INSTRUCTIONS TO BIDDERS



MANDATORY BID SUBMISSION ITEM

BID FORM

FOR

BID SCHEDULE NO. FAC12-1718

JORDAN PLUS - CONVERSION (HEAD START)

COMPANY
NAME:

ADDRESS:

TELEPHONE: ()

CONTACT
PERSON:

CONTACT
PHONE #

E-MAIL:

Mandatory Bid Submission Items

- Bid Form
- Designation of Subcontractors Form
- Contractor's Certificate Regarding Workers' Compensation Form
- Non-Collusion Declaration
- Bid Guarantee Form
- Bid Bond Form
- Substitution Request Form
- Disabled Veteran Business Enterprise (DVBE) Participation Statement
- Contractor's Certificate Regarding Drug-Free Work Place
- Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy

MANDATORY BID SUBMISSION ITEM

TO: LONG BEACH UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called "District".

BID SCHEDULE NO. FAC12-1718

JORDAN PLUS- CONVERSION (HEAD START)

Pursuant to and in compliance with your Notice Calling for Bids and 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, the cost of the work at the place where the work is to be done, 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, including its acceptance by the District, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of **HUDSON – CONVERSION (HEAD START)** all in strict conformity with the drawings, specifications, and other Contract Documents, including Bid addenda nos. _____, _____, _____, and _____, on file at the Facilities Development and Planning office of the District for amounts set forth herein.

Acknowledgement of the inclusion of all addenda, as referenced in the blanks provided above, is mandatory. Failure to do so may render your bid nonresponsive.

31. *TOTAL CASH PURCHASE PRICE OF THE ENTIRE JOB IN WORDS & NUMBERS:

_____ DOLLARS (\$ _____)

*Total Cash Price shall be inclusive of all costs, including but not limited to, prevailing wages, overhead, profit, tools, equipment, transportation, and/or any other items/services that may be needed to perform the Work of this project, including District Allowance.

32. DISTRICT ALLOWANCE: Your Total Cash Purchase Price of the Entire Job, as indicated above, will need to include a \$27,000 District Allowance. Contractor is not entitled to draw against this allowance without written approval from the District.

See District Allowance Section of the Supplementary Conditions for additional information.

33. It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

34. Attached is bid security in the amount specified in the Notice Calling for Bids.

35. The required List of Designated Subcontractors is attached hereto, and is compliance with Public Contract Code section 4100, *et seq.*

36. The required Non-Collusion Declaration is attached hereto.

37. The Substitution Request Form, if applicable, is attached hereto.

38. It is understood and agreed that if written notice of the acceptance of this bid is mailed, e-mailed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain

MANDATORY BID SUBMISSION ITEM

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 or she will also furnish and deliver to the District the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

39. 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 the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

40. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

41. The undersigned hereby warrants that the Bidder possesses the appropriate license pursuant to the California Business and Professions Code to perform the work of this project and will maintain the license through the duration of the project (if the bidder is a joint venture, each member of the joint venture must include the following information):

License Number: _____

License Expiration Date: _____

Name on License: _____

Class of License: _____

DIR Registration Number: _____

42. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days after receipt of the District's Agreement/Contract Documents, the District may declare the bidder's bid deposit or bond forfeited as damages.

43. The bidder declares that he/she has carefully examined the location of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Addenda, and Specifications, all others documents and requirements that are attached to and/or contained in the Project Manual, all other documents issued to bidders and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

MANDATORY BID SUBMISSION ITEM

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Legal Name of Company

By: _____
Signature of Bidder Representative

Date: _____

Printed Name of Bidder's Representative

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

MANDATORY BID SUBMISSION ITEM

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100, *et seq.*) and any amendments thereof, each Bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed Drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Contractor's total bid, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid where 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 authority awarding this Contract setting forth the facts constituting the emergency or necessity.

All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. Bidder shall indicate, on the form provided below, the Subcontractor's DIR registration number.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate.

MANDATORY BID SUBMISSION ITEM

* **NOTE:** If Bidder is a corporation, the legal name of the corporation shall be set forth together with the signature of authorized officers or agents and the document shall bear the corporate seal; if Bidder is partnership, the true name of the firm shall be set forth together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, his signature shall be placed below.

Legal Name of Company

Signature of Bidder's Representative

Printed Name of Bidder's Representative

Date

MANDATORY BID SUBMISSION ITEM

CONTRACTOR’S CERTIFICATE REGARDING WORKERS’ COMPENSATION FORM

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers’ compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers’ compensation claims properly, and to pay workers’ compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers’ compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.

Legal Name of Company

Signature of Bidder’s Representative

Printed Name of Bidder’s Representative

Date

MANDATORY BID SUBMISSION ITEM

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ day of _____, 20____, in the City of _____ [City], _____ [State].

Legal Name of Company

Signature of Bidder's Representative

Printed Name of Bidder's Representative

Date

MANDATORY BID SUBMISSION ITEM

BID GUARANTEE FORM

Please check one of the following:

Bid Security accompanying this proposal is in the form of cash/a cashier's check/a certified check (circle one) payable to the Long Beach Unified School District in the amount specified in the Notice Calling for Bids.

The proceeds of this check shall become the property of said District if this proposal shall be accepted by the District through the District's Governing Board, and the undersigned fails to execute a Contract with and furnish the sureties required by the District within the required time; otherwise, said security, in the form indicated above, is to be returned to the undersigned.

Bid Security accompanying this proposal is in the form of a bid bond in the amount specified in the Notice Calling for Bids (see bid bond included with bid)

Legal Name of Company

Signature of Bidder's Representative

Printed Name of Bidder's Representative

Date

District Use Only:

Received: Cash Cashier's Check Certified Check

\$ _____

Security Returned: By: _____ Date: _____

MANDATORY BID SUBMISSION ITEM

BID BOND FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and _____ (hereafter called "Surety"), are hereby held and firmly bound unto the Long Beach Unified School District (hereafter called "District") in the sum of _____ (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of Bid Schedule No. **FAC12-1718 Project: JORDAN PLUS - CONVERSION (HEAD START)**

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers the attached prescribed forms presented to Contractor for signature within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway 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 the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

NOTE: Forms provided from surety may be used in lieu of the provided form.

MANDATORY BID SUBMISSION ITEM

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

(Corporate Seal) By _____
Principal's Signature

Typed or Printed Name

Principal's Title

(Corporate Seal) By _____
Surety's Signature

Typed or Printed Name

Title

(Attached Attorney in Fact Certificate) _____
Surety's Name

Surety's Address

Surety's Phone Number

MANDATORY BID SUBMISSION ITEM

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

Name and Address of Surety

Name and Address of agent or representative for service of process in California if different from above

Telephone Number of Surety and agent or representative for service of process in California

MANDATORY BID SUBMISSION ITEM

SUBSTITUTION REQUEST FORM

Pursuant to Public Contract Code section 3400, bidder submits the following request to Substitute with the bid that is submitted. If substitution is not accepted by the District and bidder indicates “no” below, then bidder may be deemed non-responsive and bid may be rejected.

With this understanding, bidder hereby requests substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specification Section	Specified Item	Requested Substituted Item	Contractor Agrees to Provide Specified Item if request to Substitute is Denied (circle one)		District Decision (circle one)	
				Yes	No	Grant	Deny
1.				Yes	No	Grant	Deny
2.				Yes	No	Grant	Deny
3.				Yes	No	Grant	Deny
4.				Yes	No	Grant	Deny
5.				Yes	No	Grant	Deny
6.				Yes	No	Grant	Deny
7.				Yes	No	Grant	Deny
8.				Yes	No	Grant	Deny
9.				Yes	No	Grant	Deny
10.				Yes	No	Grant	Deny
11.				Yes	No	Grant	Deny
12.				Yes	No	Grant	Deny

This Request Form **must be accompanied by evidence** as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) Contractor agrees to pay for any DSA Fees or other Governmental Plan check costs associated with this Substitution Request. (See General Conditions Section 3.10)

MANDATORY BID SUBMISSION ITEM

The undersigned states that the following paragraphs are correct:

1. The proposed Substitution does not affect the dimensions shown on the Drawings.
2. The undersigned will pay for changes to the building design, including Architect, engineering, or other consultant design, detailing, DSA plan check or other governmental plan check costs, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the Baseline Schedule Milestones, the Contract Time, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.
5. In order for the Architect to properly review the substitution request, within five (5) days following the opening of bids, the Contractor shall provide samples, test criteria, manufacturer information, and any other documents requested by Architect or Architect's engineers or consultants, including the submissions that would ordinarily be required under Article 3.7 for Shop Drawings along with a document which provides a side by side comparison of key characteristics and performance criteria (often known as a CSI side by side comparison chart).
6. If Substitution Request is accepted by the District, Contractor is still required to provide a Submittal for the substituted item pursuant to Article 3.7 and shall provide required Schedule information (including schedule fragnets, if applicable) for the substituted item as required under Article 8.3.2.1. The approval of the Architect, Engineer, or District of the substitution request does not mean that the Contractor is relieved of Contractor's responsibilities for Submittals, Shop Drawings, and schedules under Article 3.7 and 8.3.2 if the Contractor is awarded the Project.

Legal Name of Company

Signature of Bidder's Representative

Printed Name of Bidder's Representative

Date

District Use Only

Substitution Request Review by:
_____ Signature of District's Representative
_____ Printed Name of District's Representative
_____ Date

MANDATORY BID SUBMISSION ITEM

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION STATEMENT

Each bidder must complete this form in order to comply with the Long Beach Unified School District ("District") policy for participation of Disabled Veteran Business Enterprises (School District projects funded in whole or in part by the State of California pursuant to the Leroy F. Greene School Facilities Act of 1998. (Education Code §17070.10, *et seq.*)

Project Name: Jordan Plus - Conversion (Head Start)

Bid No.: FAC12-1718

DSA No.: N/A

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

- The Contractor was unable after reasonable efforts to secure DVBE participation in the Contract for the above-referenced Project/Bid No. However, the Contractor will use DVBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the Contractor will report to the District the total dollar amount of DVBE participation in any Contract awarded to Contractor, and in any change orders, for the above-referenced Project.

- The Contractor has secured DVBE participation in the Contract for the above referenced Project/Bid No., and anticipates that such DVBE participation will equal approximately _____dollars (\$_____), which represents approximately _____percent (___%) of the total Contract for such Project. Upon completion of the Project, Contractor will report to the District the actual total dollar amount of DVBE participation in the Contract awarded to Contractor, and in any change orders, for such Project

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

MANDATORY BID SUBMISSION ITEM

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

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

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

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

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

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

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

DATE: _____

CONTRACTOR

By: _____
Signature

MANDATORY BID SUBMISSION ITEM

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

The Contractor agrees that it will abide by and implement the District’s Alcoholic Beverage and Tobacco-Free Campus Policy (Long Beach Unified School District Policy No. 3513.3), which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, on District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The Contractor shall procure signs stating “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

Legal Name of Company

Signature of Bidder’s Representative

Printed Name of Bidder’s Representative

Date

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

_____ certifies that it has performed one of the following:
[Name of contractor/consultant]

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

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

OR

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

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

Date _____, 20__

[Name of Contractor/Consultant]

By its: _____

The following forms are sample documents:

AGREEMENT

PERFORMANCE BOND

PAYMENT (LABOR AND MATERIAL BOND)

GUARANTEE

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

LOCAL SOURCE HIRING AND LOCAL BUSINESS PARTICIPATION
PROCEDURE



Agreement No. _____
Board Approval: _____
Purchase Order No.: _____

AGREEMENT FORM

THIS AGREEMENT, entered into this ____ day of _____, 20__ in the County of Los Angeles of the State of California, by and between the Long Beach Unified School District, hereinafter called the "District", and _____, hereinafter called the "Contractor".

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

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with:

Bid Schedule No. FAC12-1718

Project Name: Jordan Plus - Conversion (Head Start)

("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The Work shall commence on the date stated in the District's Notice to Proceed. Work shall be completed within **NINETY (90) CONSECUTIVE CALENDAR DAYS** from the date in such notice. This shall be called Contract Time. (See Article 8.1.1). It is expressly understood that time is of the essence.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of **FIVE HUNDRED DOLLARS and NO/100 (\$500.00)** per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the District) as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions). This Article shall not be construed as preventing the District from the recovery of damages (actual or other) under the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of _____ DOLLARS and NO/100 (\$ _____), said sum being the total amount stipulated in the bid which Contractor submitted. Payment shall be made as set forth in the General Conditions.

Included in the Contract Price is an allowance in the amount of **TWENTY SEVEN THOUSAND AND NO/100 DOLLARS (\$27,000)**. The Contractor shall have no rights to use any portion of this allowance without receiving written approval from the District prior to the start of any work done under this allowance. The Contractor shall have no rights to claim any unused portion of any allowance provided in this project. The use of this allowance must comply with all references contained in the Contract Documents.

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

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

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

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

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

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

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

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision

is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

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

Notice Calling for Bids
Instructions to Bidders
Bid Form
Designation of Subcontractors
Contractor's Certificate Regarding Worker's Compensation
Non-Collusion Declaration
Bid Guarantee Form
Bid Bond
Substitution Request Form
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Alcohol and Tobacco
Agreement Form
Payment Bond
Performance Bond
Guarantee
Insurance Certificates and Endorsements
Workers' Compensation Certificates
Escrow Agreement for Security Deposit In Lieu of Retention, if applicable
General Conditions
Supplementary and Special Conditions
Specifications
All Addenda as Issued
Drawings/Plans
LBUSD Owner Controlled Insurance Program (OCIP) Manual
LBUSD Safety Standards
Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders
Disabled Veteran Business Enterprise (DVBE) Participation Statement and Closeout Forms
Contractor Certification Regarding Background Checks

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

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

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

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)

2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

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

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor shall be licensed pursuant to the California Business and Professions Code in the classification listed in the Notice Calling for Bids. License shall be maintained and in good standings throughout the duration of the Project.

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

LONG BEACH UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: _____

By: _____

Beth A. Smith

Typed or Printed Name

Assistant Purchasing and Contracts Director

Title

Dated: _____

Dated: _____

Address: _____

License
Number: _____

Phone: _____

Fax: _____

E-mail: _____

Federal Tax ID: _____

Authorized Officers or Agents

(CORPORATE SEAL)



PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the LONG BEACH UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "District") has awarded to _____ (hereinafter designated as the "Contractor"), an agreement for the work described as follows:

Bid Schedule No. FAC12-1718 JORDAN PLUS – CONVERSION (HEAD START), (hereinafter referred to as the "Project"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code section 9550;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the LONG BEACH UNIFIED SCHOOL DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$ _____), such sum being not less than one hundred percent (100%) of the total amount payable by said District under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, Plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no

circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the District and the Contractor or on the part of any District named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

PRINCIPAL/CONTRACTOR:

Signature

Printed Name

Title

SURETY:

Name of Surety

Signature

Attorney-in-Fact

Telephone No.



PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the LONG BEACH UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "District") has awarded to _____ (hereinafter designated as the "Contractor"), an agreement for the work described as follows:

Bid Schedule No. **FAC12-1718 JORDAN PLUS – CONVERSION (HEAD START)** (hereinafter referred to as the "Project"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Project dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of California, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the LONG BEACH UNIFIED SCHOOL DISTRICT in the sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount payable by said District under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the District, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exonerated or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exonerated or pro tanto) by any overpayment or underpayment by the District that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the District to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract

through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by District as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages; or, at District's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the District may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by District, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the District and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the District is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay District's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District, in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

PRINCIPAL/CONTRACTOR:

Signature

Printed Name

Title

SURETY:

Name of Surety

Signature

Attorney-in-Fact

Telephone No.

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$ _____ (This must be filled in by a corporate surety).

GUARANTEE

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

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

Countersigned

(Proper Name)

(Proper Name)

By: _____

By: _____

(Signature of Subcontract or Contractor)

(Signature of General Contractor if for Subcontractor)

Representatives to be contacted for service:

Name: _____

Address: _____

Phone Number: _____

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

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

Project Name: JORDAN PLUS-CONVERSION (HEAD START)

Bid No.: FAC12-1718

DSA No.: N/A

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

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

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

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

LOCAL SOURCE HIRING AND LOCAL BUSINESS PARTICIPATION PROCEDURE

The Contractor, **who is awarded the project**, agrees to comply with the applicable terms of the Local Source Hiring and Local Business Participation Procedure ("Procedure"). The terms of the Procedure are hereby incorporated into this bid by this reference, unless otherwise set forth herein.

The following pages contain a copy of the District's Local Source Hiring and Local Business Procedure, which was approved on March 20, 2012 by the District's Board of Education as Resolution No. 032012-A.

The provisions in Part Four of the Procedure entitled "RESPONSIBILITIES OF THE PROFESSIONAL CONSULTANTS" shall not be applicable to or binding upon the Contractor who is awarded the project. All other provisions set forth in the Procedure shall be binding upon and apply to the Contractor as though fully set forth herein and in the resulting Agreement. The Contractor hereby agrees to comply with all the requirements set forth in the Procedure that are applicable to a "Construction Contractor" and a "Prime Contractor."

The awarding Contractor shall complete Attachment "1" – Local Participation & Checklist Form that is attached to the Procedure. Notwithstanding the terms set forth in the Procedure governing the submittal of the Local Participation & Checklist Form to the District, Contractor shall submit the fully executed Local Participation & Checklist Form to the District upon the execution of an Agreement to the District's Representative.

PART ONE. COVERAGE

Section 1. Coverage

The Procedure described herein shall cover construction and professional contracts that are paid for by the District, in whole or in part, with Measure K funding. This Procedure shall therefore be included in construction agreements, architect agreements, construction management agreements, project management agreements, inspector agreements, engineering consultant agreements and any other professional consultant agreements so long as such contracts are paid for by the District using Measure K funding as set forth above.

Because the Procedure covers a wide range of contracts, not every provision set forth herein shall be applicable to any single contractor or professional. The Procedure clearly describes which parts are applicable to which entities. Provisions set forth herein that are not designated as applicable to a particular type of entity are instead applicable to all entities that agree to comply with the terms of the Procedure. The Parts applicable to all entities that agree to comply with the terms of the Procedure in a Covered Contract include, Part One, Coverage; Part Two, Definitions; Part Five, Monitoring and Enforcement, and Part Six, Miscellaneous Legal Provisions.

PART TWO. DEFINITIONS

As used in this Procedure, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form. Definitions in this part apply to all sections of this Procedure.

"Construction Contractor" shall mean any person, firm, partnership, limited liability company, corporation, joint venture, proprietorship, or other entity performing construction work under a Covered Contract. "Contractor" shall include subcontractors of any tier.

“Covered Contract” shall mean any construction or professional consultant contract for a Measure K Project that will be paid for by the District, in whole or in part, with Measure K funds totaling \$200,000.00 or more as determined by the District. All lower tier construction subcontracts that arise out of a Covered Contract that is executed between the District and a prime contractor shall also be considered Covered Contracts.

“Covered Entity” shall mean any entity that enters into a contractual commitment for construction services with the District and agrees to comply with this Procedure as well as any lower tier subcontractors that contract with a covered prime contractor. The term “Covered Entity” shall also mean any professional consultant who enters into a contractual commitment for professional services with the District and who agrees to comply with this Procedure.

“Designated Local Publication” shall mean a newspaper or other publication of general circulation within the areas served by the Long Beach Unified School District in the City of Long Beach, City of Signal Hill, City of Lakewood or City of Avalon.

“Local Business” shall mean a person, firm, partnership, limited liability company, corporation, joint venture, proprietorship, or other entity that maintains its primary office at an established commercial or residential address that is located within the areas served by the Long Beach Unified School District in the City of Long Beach, City of Signal Hill, City of Lakewood or City of Avalon (not including temporary offices, movable offices, or Post Office Boxes).

“Local Participation & Checklist Form” shall mean the document attached hereto this Procedure as ATTACHMENT “1” which shall be made a part of every Covered Contract and must be executed by every Covered Entity that is providing work and/or services on a Measure K Project under a Covered Contract.

“Local Resident” shall mean an individual whose primary place of residence is located within the areas served by the Long Beach Unified School District in the City of Long Beach, City of Signal Hill, City of Lakewood or City of Avalon.

“Measure K Project” shall mean any project that is funded by the District’s Measure K in any part.

“Procedure” shall mean this Local Source Hiring and Local Business Participation Procedure, in its entirety.

“Professional Consultant” shall mean any person, firm, partnership, limited liability company (llc), corporation, joint venture, proprietorship, or other entity performing professional services under a Covered Contract related to a Measure K Project.

PART THREE. RESPONSIBILITIES OF CONSTRUCTION CONTRACTORS

Section One. General Responsibilities of Construction Contractors

A. Coverage. This Part applies to all Construction Contractors.

B. Designation of Contact Person. At time of award of a Covered Contract to perform construction work as part of a Measure K Project, each Construction Contractor shall designate a contact person for all matters related to implementation of this Procedure. Each Construction Contractor shall forward the name, address and phone number of the designated individual to the District. If the designated contact person changes, the Construction Contractor shall immediately notify the District.

C. Include Local Source Hiring and Local Business Participation Procedure in Contracts. This Procedure shall be incorporated into each Covered Contract with a prime contractor for the completion of a Measure K Project and such terms shall be considered material. Each Construction Contractor entering into any subcontract or other contract for the completion of a Measure K Project shall include compliance with this Procedure as a material term of such subcontract or contract. Each Construction Contractor can

satisfy this requirement by incorporating the terms of this Procedure into the applicable subcontracts or contracts for any Measure K Projects. Each prime contractor shall submit to the District a completed Local Participation & Checklist Form with its bid, or as otherwise required by the District, on any Measure K Project that involves a Covered Contract certifying the efforts that the prime contractor intends to make in order to advance this Procedure. Each subcontractor shall submit to the prime contractor a completed Local Participation & Checklist Form prior to performing any work on a Measure K Project that involves a Covered Contract certifying the efforts that the subcontractor intends to make in order to advance this Procedure over the course of the Measure K Project.

D. Cooperation with Monitoring Efforts. Each Construction Contractor shall make available to the District all requested records and information relevant to monitoring the results of this Procedure upon request. The District shall not use records or information received pursuant to this paragraph for any purpose other than monitoring of the results of this Procedure. Construction Contractors may redact names and social security numbers from requested documents in order to protect the privacy of individual employees, although the District may require the Construction Contractor provide addresses of individuals if place of residency is an issue. Upon request, each Construction Contractor shall allow the District access to job sites and employees during usual business hours as the District deems necessary to monitor compliance with this Procedure.

Section Two. Construction Contractor Responsibilities Regarding Employees

A. Coverage. This Section applies to any employment relationship by a Construction Contractor in fulfillment of the Construction Contractor's responsibilities under a contract to perform construction work on a Measure K Project under a Covered Contract.

B. Local Employment Objective. Each Construction Contractor shall endeavor to hire as many Local Residents as reasonably possible to perform construction work in each trade under a Covered Contract. Each prime contractor shall demonstrate the good faith efforts it intends to perform by submitting to the District a completed Local Participation & Checklist Form with its bid or as otherwise required by the District. Each subcontractor shall demonstrate the good faith efforts it intends to perform by submitting to the prime contractor a completed Local Participation & Checklist Form or other similar summary approved by the District. Each Construction Contractor shall retain authority in making individual hiring decisions. Each subcontract that is covered by this Procedure shall include a copy of the District's Local Participation & Checklist Form with instructions that require each Covered Entity to complete such form.

C. Good Faith Efforts. For purposes of this Section, good faith efforts shall mean any reasonable efforts taken by a Construction Contractor to locate and employ qualified Local Residents. Good faith efforts may include, but are not limited to, any of the following:

- (1) Providing the District with written notification of employment opportunities for Local Residents;
- (2) Working closely and cooperatively with the District to locate and employ Local Residents;
- (3) Promptly contacting the District if difficulty in making good faith efforts is anticipated or encountered;
- (4) Maintaining a file on the job site of the names and addresses of each Local Resident that has applied for a job and if such Local Resident was actually hired;
- (5) Advertising all employment opportunities in a Designated Local Publication before such positions are filled; and

(6) Contacting local Chambers of Commerce to inform them of all employment opportunities that are available.

D. Existing Workforce. The existence of a crew or workforce usually employed by a Construction Contractor shall not be affected by the Construction Contractor's responsibilities under this Procedure. The Procedure will only apply to open positions that become available after a Construction Contractor agrees to comply with this Procedure by executing a Covered Contract.

E. Nondiscrimination. Construction Contractors shall not unlawfully discriminate against any person in any employment decision or in terms and conditions of employment, including retention, promotions, job duties, and training opportunities.

Section Three. Construction Contractor Responsibilities When Awarding Subcontracts

A. Coverage. This Section applies to the award of any contract by a Construction Contractor, including, but not limited to, subcontracts, supply contracts, and lower-tier subcontracts, related to that Construction Contractor's fulfillment of a contract to perform construction work as part of a Measure K Project under a Covered Contract.

B. Subcontracting Objective. Each Construction Contractor that awards any contract covered by this Section to complete the construction work required under a Covered Contract must endeavor to procure work, materials, equipment and/or supplies from as many Local Businesses as reasonably possible. Each Construction Contractor shall fill out the Local Participation & Checklist Form detailing the good faith outreach and assistance efforts the Construction Contractor intends to perform to advance this Procedure including, but not limited to, the options listed in subsection C below. This Section does not apply to any Construction Contractor that does not award any subcontracts covered by this Section.

C. Definitions of Good Faith Efforts. Good Faith efforts may include, but are not limited to, any of the following:

- (1) Providing notification of subcontracting opportunities and the procedures for bidding on all contracts to Local Businesses; such notification should include project specifications, location of the project, contact information for the Construction Contractor's representative who is familiar with the project, trades required, bonding and insurance requirements for the contract; and safety requirements for all Measure K Projects.
- (2) Advertising all subcontract opportunities in a Designated Local Publication;
- (3) Working with the District to educate Local Businesses on how to obtain information on bonding, insurance and safety requirements.

D. Include Local Source Hiring and Local Business Participation Procedure in Contracts. Each Construction Contractor entering into any subcontract or contract for the completion of a Measure K Project shall include compliance with this Procedure as a material term in such subcontract or contract. Each Construction Contractor can satisfy this requirement by incorporating the terms of this Procedure into the applicable subcontracts or contracts for any Measure K Project. Each Construction Contractor shall retain authority in making individual procurement decisions. Each subcontract or contract that is covered by this Procedure shall include a copy of the District's Local Participation & Checklist Form with instructions that require each subcontractor to complete such form for submittal to the prime contractor. Upon request, each prime contractor shall provide such completed Local Participation & Checklist Forms to the District.

E. Reporting Requirements. The awarding Construction Contractor shall provide to the District the following information: the name, address, and telephone number of each subcontractor/supplier/sub-consultant, and whether that subcontractor/supplier/sub-consultant is a Local Business.

PART FOUR. — RESPONSIBILITIES OF THE PROFESSIONAL CONSULTANTS

Section One. — General Responsibilities of the Professional Consultants

A. — Coverage. This Part applies to all Professional Consultants.

B. — Designation of Contact Person. At time of award of a Covered Contract to perform professional services as part of a Measure K Project, each Professional Consultant shall designate a contact person for all matters related to implementation of this Procedure. Each Professional Consultant shall forward the name, address and phone number of the designated individual to the District. If the designated contact person changes, the Construction Contractor shall immediately notify the District.

C. — Incorporation of this Local Source Hiring and Local Business Participation Procedure in Covered Contracts. This Procedure shall be included in each Covered Contract with a Professional Consultant for the completion of a Measure K Project and such terms shall be considered material. Each Professional Consultant shall submit to the District a completed Local Participation & Checklist Form, as required by the District, on any Measure K Project that involves a Covered Contract certifying the efforts that will be made by the Professional Consultant to advance this Procedure.

D. — Cooperation with Monitoring Efforts. Each Professional Consultant shall make available to the District all requested records and information relevant to monitoring the results of this Procedure upon request. The District shall not use records or information received pursuant to this paragraph for any purpose other than monitoring the results of this Procedure. Professional Consultants may redact names and social security numbers from requested documents in order to protect the privacy of individual employees, although the District may require that the Professional Consultant provide addresses of individuals if place of residency is an issue.

Section Two. — Professional Consultant Responsibilities Regarding Employees

A. — Coverage. This Section applies to any employment relationship by a Professional Consultant that arises during the fulfillment of the Professional Consultant's responsibilities under a Covered Contract.

B. — Local employment objective. Each professional consultant shall endeavor to hire as many local residents as reasonably possible to perform any job or service that may become available while the professional consultant is performing under a covered contract. To advance this objective, each professional consultant shall demonstrate the good faith efforts it intends to make by submitting to the district a completed Local Participation & Checklist Form or other similar summary approved by the District. Each Professional Consultant shall retain authority in making individual hiring decisions.

C. — Good Faith Efforts. For purposes of this Section, good faith efforts shall mean any reasonable efforts that may be taken to locate and employ qualified Local Residents. Good faith efforts may include, but are not limited to, any of the following:

- (1) — Providing the District with written notification of employment opportunities for Local Residents.
- (2) — Working closely and cooperatively with the District to locate and employ Local Residents.
- (3) — Promptly contacting the District if difficulty in making good faith efforts is anticipated or encountered.
- (4) — Maintaining a file of the names and addresses of each Local Resident that has applied for a job and if such Local Resident was actually hired.
- (5) — Advertising all employment opportunities in a Designated Local Publication before such positions are filled.
- (6) — Contacting the local Chambers of Commerce to inform them of all employment opportunities that are available.

~~D. **Existing Workforce.** The existence of staff or workforce usually employed by a Professional Consultant shall not be affected by the Professional Consultant's responsibilities under this Procedure. The Procedure will only apply to positions that become open after the award of a Covered Contract.~~

~~E. **Nondiscrimination.** Professional Consultant shall not unlawfully discriminate against any person in any employment decisions or in terms and conditions of employment, including retention, promotions, job duties, and training opportunities.~~

PART FIVE. MONITORING AND ENFORCEMENT

Section One. Monitoring by the District

- A. Monitoring Activities.** The District shall monitor compliance with this Procedure by collecting the completed Local Participation & Checklist Forms from the Covered Entities. From time to time the District may monitor the results of the good faith efforts made by the Covered Entities in accordance with this Procedure and such action may include requests to produce documents, site visits, interviews, and any other actions the District finds reasonably necessary to assess the impact of this Procedure. Covered Entities shall cooperate fully and promptly with any inquiries the District deems necessary in order to assess the impact of this Procedure.

Section Two. Enforcement by the District

- A. Enforcement Activities.** The District may disqualify any prime contractor from a bid that fails to submit the Local Participation & Checklist Form as required by the District. Any subcontractor who fails or refuses to submit the requisite Local Participation & Checklist Form may be precluded from performing work or services under a Covered Contract and may be restricted from entering any Measure K Project site until such Local Participation & Checklist Form is submitted. A contract with a Professional Consultant that is subject to this Procedure may not be approved until the District receives the signed Local Participation & Checklist Form.

PART SIX. MISCELLANEOUS LEGAL PROVISIONS

Section One. General Provisions

- A. Review of the Procedure.** The District may promulgate further guidelines or conditions, as necessary, for the implementation of this Procedure. If the District determines that this Procedure is not achieving its objectives, or that all responsible parties are not contributing equally to that achievement, the District may decide to revise or suspend the Procedure in its entirety.

- B. Severability Clause.** If any term, provision, covenant, or condition of this Procedure is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.

- C. Binding on Successors.** This Procedure shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, and assigns of any Covered Entity. Any reference in this Procedure to a party shall be deemed to apply to any successor in interest, heir, administrator, executor, or assign of such party.

- D. Material Terms.** The provisions of this Procedure are material terms of all contracts or agreements in which this Procedure is incorporated.

- E. Intended Beneficiaries.** The District is an intended third party beneficiary of contracts and other agreements which incorporate this Procedure. The District shall therefore have the right to enforce the

provisions of this Procedure against all parties incorporating terms hereof into contracts or other agreements.

ATTACHMENT "1"

Local Participation & Checklist Form

Contractors and Professional Consultants are required to complete and submit this form as directed by the District on all applicable Measure K Projects

Project Name: _____

Company Name: _____

Company Address: _____

A. LOCAL SOURCE HIRING EFFORTS (This Section A applies to all construction contractors and professional consultants performing work and/or services on a Measure K Project and must be completed by both construction contractors and professional consultants)

1. In accordance with the District's Local Source Hiring and Local Business Participation Procedure, the undersigned company agrees to make the following good faith outreach efforts to local resident residing within the areas served by the District:

Please check all boxes that apply:

- Place a valid job order for existing and projected position vacancies with the local office of the State Employment Development Department.
- Purchase at least one display ad in a Designated Local Publication of general circulation within the Long Beach Unified School District announcing job opportunities in connection with the subject project and encouraging local residents to apply.
- Advertise existing and projected position vacancies, job informational meetings, job application workshops, and job interviews by posting notices which identify the position(s) to be filled, the qualifications required, and where to obtain additional information about the application process, in conspicuous local authorized public places, including but not limited to, post offices and libraries.
- Conduct a job informational meeting to inform the community of employment opportunities with the company (may be combined with other companies).
- Provide ongoing assistance to residents located within the areas served by the Long Beach Unified School District in completing job application forms.
- Conduct a job application workshop to assist the community in applying and interviewing for jobs in the industry (may be combined with other companies).
- Conduct job interviews within the areas served by the Long Beach Unified School District.
- Advertise valid existing and projected position vacancies through the local media, such as community television network, local newspapers of general circulation, and trade papers.

- None of the above measures will be taken.

2. The undersigned company shall use the following space to describe any other good faith efforts that will be taken to reach out to residents located within the areas served by the District to educate them about employment opportunities with the company:

B. LOCAL BUSINESS PARTICIPATION (This Section B only applies to construction contractors performing work on a Measure K Project. Professional consultants are not required to fill out this Section B)

1. In accordance with the District’s Local Source Hiring and Local Business Participation Procedure, the undersigned company agrees to make the following good faith outreach efforts to procure work and/or materials from local businesses located within the areas served by the District:

Please check all boxes that apply:

- Purchase at least one display ad in a Designated Local Publication of general circulation within the Long Beach Unified School District announcing bid opportunities in connection with the subject project and encouraging local businesses to apply.
- Advertise existing and projected bids, bid informational meetings, and bid application workshops by posting notices which identify the project names, specifications, trades required, and where to obtain additional information about the bid process, in conspicuous local authorized public places, including but not limited to, post offices and libraries.
- Conduct an informational meeting to inform local businesses of any bid opportunities with the company (may be combined with other companies).
- Provide ongoing assistance to businesses located within the areas served by the Long Beach Unified School District to educate them on the insurance, bonding and safety requirements for all Measure K Project opportunities.
- Advertise valid existing and projected bid opportunities through the local media, such as community television network, local newspapers of general circulation, and trade papers.
- None of the above measures will be taken.

2. The undersigned company shall use the following space to describe any other good faith efforts that will be taken to reach out to businesses located within the areas served by the District to educate them about bid opportunities with the company:

Contractors and consultants should maintain all documents that support the good faith efforts made by the company as detailed above. This Local Participation & Checklist Form must be signed and submitted as required by the District.

I certify and declare the above information is true and accurate and submitted under penalty of perjury. By my signature below, I acknowledge that I will comply with the requirements of the Long Beach Unified School District's Local Source Hiring and Local Business Participation Procedure.

Owner/Authorized Representative Signature

Date

Print Name & Title

Name of Firm

LONG BEACH UNIFIED SCHOOL DISTRICT

ELEMENTARY SCHOOLS

ADDAMS (J3)	5320 Pine Ave., 90805	428-0202
ALVARADO (E4)	1900 E. 21st., Signal Hill, 90755	985-0019
AVALON (A1)	P.O. Box 557, Avalon, Catalina Island, 90704	(310) 510-0790
BARTON (I3)	1100 E. Del Amo Blvd., 90807	428-0555
BETHUNE (E1)	2101 San Gabriel Ave., 90810	435-2050
BIRNEY (F2)	710 W. Spring St., 90806	427-8512
BIXBY (E7)	5251 E. Stearns St., 90815	498-3794
BRYANT (D6)	4101 E. Fountain St., 90804	498-3802
BURBANK (C5)	501 Junipero Ave., 90814	439-0997
BURCHAM (G8)	5610 Monlaco Rd., 90808	420-2685
BUTLER (E4)	1400 E. 20th St., 90806	997-8000
CARVER (G7)	5335 E. Pavo St., 90808	420-2697
CHAVEZ (C2)	730 W. 3rd St., 90802	590-0904
CLEVELAND (I9)	4760 Hackett, Lkwd. 90713	420-7552
DOOLEY (I3)	5075 Long Beach Blvd., 90805	428-7274
EDISON (D2)	625 Maine Ave., 90802	590-8481
EMERSON (F9)	2625 Josie Ave., 90815	420-2631
FREMONT (C6)	4000 E. 4th St., 90814	439-6873
GANT (E8)	1854 Britton Dr., 90815	430-3384
GARFIELD (E1)	2240 Baltic Ave., 90810	424-8167
GRANT (K4)	1225 E. 64th St., 90805	428-4616
HARTE (J4)	1671 E. Phillips St., 90805	428-0333
HENRY (H8)	3720 Canehill Ave., 90808	421-3754
HOLMES (I6)	5020 Barlin, Lkwd. 90712	633-4427
INTERNATIONAL (D3)	700 Locust Ave., 90813	436-4420
KETTERING (C9)	550 Silvera Ave., 90803	598-9486
KING (K2)	145 E. Artesia Blvd., 90805	428-1232
LAFAYETTE (F2)	2445 Chestnut Ave., 90806	426-7075
LEE (D5)	1620 Temple Ave., 90804	494-5101
LINCOLN (D4)	1175 E. 11th St., 90813	599-5005
LONGFELLOW (H3)	3800 Olive Ave., 90807	595-0308
LOS CERRITOS (H2)	515 W. San Antonio Dr., 90807	595-6337
LOWELL (C7)	5201 E. Broadway, 90803	433-6757
MacARTHUR (I8)	6011 Centralia, Lkwd. 90713	420-3588
MADISON (I5)	2801 Bomberly, Lkwd. 90712	420-7731
MANN (C5)	257 Coronado Ave., 90803	439-6897
McKINLEY (L5)	6822 Paramount Blvd., 90805	630-6200

NAPLES (B7)	5537 The Toledo, 90803	433-0489
PRISK (F8)	2375 Fanwood Ave., 90815	598-9601
RILEY (I5)	3319 E. Sandwood St., Lakewood, 90712	420-9595
ROOSEVELT (D3)	1574 Linden Ave., 90813	599-1888
SIGNAL HILL (E4)	2285 Walnut Ave., Signal Hill, 90755	426-8170
SMITH (E3)	565 E. Hill St., 90806	595-9466
STEVENSON (C3)	515 Lime Ave., 90802	437-0407
TWAIN (I7)	5021 E. Centralia St., 90808	421-8421
WEBSTER (G1)	1755 W. 32nd Way, 90810	595-6568
WHITTIER (E4)	1761 Walnut Ave., 90813	599-6263
WILLARD (D5)	1055 Freeman Ave., 90804	438-9934

K-8 SCHOOLS

BUTLER (E4)	1400 E. 20th St., 90806	997-8000
CUBBERLEY (G9)	3200 Monogram Ave., 90808	420-8810
GOMPERS (J8)	5206 Briercrest, Lkwd. 90713	925-2285
HUDSON (E1)	2335 Webster Ave., 90810	426-0470
MUIR (F1)	3038 Delta Ave., 90810	426-5571
NEWCOMB (G9)	3351 Val Verde Ave., 90808	493-3596
POWELL (K2)	150 Victoria St., 90805	(310) 631-8794
ROBINSON (F3)	2750 Pine Ave., 90806	492-6003
TINCHER (E9)	1701 Petaluma Ave., 90815	493-2636

MIDDLE SCHOOLS

AVALON (A2)	P.O. Box 557, Avalon, Catalina Island, 90704	(310) 510-0790
BANCROFT (I7)	5301 E. Centralia St., 90808	425-7461
BUTLER (E4)	1400 E. 20th St., 90806	997-8000
FRANKLIN (C4)	540 Cerritos Ave., 90802	435-4952
HAMILTON (L4)	1060 E. 70th St., 90805	602-0302
HILL (D9)	1100 Iroquois Ave., 90815	598-7611
HOOVER (I5)	3501 E. Country Club Dr., Lkwd. 90712	421-1213
HUGHES (H4)	3846 California Ave., 90807	595-0831
JEFFERSON (D6)	750 Euclid Ave., 90804	438-9904
KELLER (H9)	7020 E. Brittain St., 90808	421-8851
LINDBERGH (J4)	1022 E. Market St., 90805	422-2845
LINDSEY (I2)	5075 Daisy Ave., 90805	423-6451
MARSHALL (G8)	5870 E. Wardlow Rd., 90808	429-7013
NELSON (E4)	1951 Cherry Ave., Signal Hill, 90755	591-6041
ROGERS (C7)	365 Monrovia Ave., 90803	434-7411

STANFORD (F8)	5871 E. Los Arcos St., 90815	594-9793
STEPHENS (F1)	1830 W. Columbia St., 90810	595-0841
WASHINGTON (D2)	1450 Cedar Ave., 90813	591-2434

HIGH SCHOOLS

AVALON (A2)	P.O. Box 557, Avalon, Catalina Island, 90704	(310) 510-0790
BEACH (F6)	3701 E. Willow St., 90815	595-8893
CABRILLO (E1)	2001 Santa Fe Ave., 90810	951-7700
CALIFORNIA ACADEMY FOR MATHEMATICS AND SCIENCE (K1)	(CAMS) CSUDH	(310) 243-2025
	1000 E. Victoria St., Carson 90747	
JORDAN (K3)	6500 Atlantic Ave., 90805	423-1471
JORDAN PLUS (K2)	171 W. Bort St., 90805	984-3710
LAKEWOOD (H8)	4400 Briercrest, Lkwd. 90713	425-1281
McBRIDE (H9)	7025 E. Parkcrest St., 90808	
MILLIKAN (F8)	2800 Snowden Ave., 90815	425-7441
POLYTECHNIC (D3)	1600 Atlantic Ave., 90813	591-0581
PAAL ACADEMY (D3)	1545 Long Beach Blvd., 90813	591-1381
REID (F6)	2153 Hill St., 90810	989-2098
RENAISSANCE (D3)	235 E. 8th St., 90813	901-0168
SATO ACADEMY OF MATHEMATICS & SCIENCE	1100 Iroquois Ave., 90815	997-8000
WILSON (D6)	4400 E. 10th St., 90804	433-0481

CHARTER SCHOOLS

CLEAR PASSAGE (D3)	1471 MLK Jr. Ave., 90813	(888) 502-1116
INTELLECTUAL VIRTUES ACADEMY (G3)	3601 Linden Ave., 90807	912-7017

CENTRAL SERVICES

ADMINISTRATION BUILDING (H1)	Elementary, Middle/K-8, High School Offices 1515 Hughes Way, 90810	997-8000
BUFFON TOTAL LEARNING CENTER (E6)	2350 Ximeno Ave., 90815	498-2431
CHILD DEVELOPMENT CENTERS (H9)	4400 Ladoga Ave., Lkwd 90713	421-8210
HEAD START (G4)	1260 E. 33rd St. Signal Hill, 90755	426-8144
MAINTENANCE (F1)	2425 Webster Ave., 90810	997-7510
MULTIMEDIA SERVICES (OMS) (D3)	880 Locust Ave., 90813	997-8000 x7198
NUTRITION SERVICES (F5)	3333 Airport Way, 90806	427-7923
PERSONNEL COMMISSION (H9)	4400 Ladoga Ave., Lkwd 90713	435-5708
PURCHASING AND CONTRACTS (J4)	2201 Market St., 90805	663-3002
SCHOOL SAFETY (E7)	5250 Los Coyotes Diag., 90815	997-8446
TEACHER RESOURCE CENTER (G4)	1299 East 32nd St. Signal Hill 90755	
TRANSPORTATION (F3)	2700 Pine Ave., 90806	426-6176
TUCKER/SPECIAL EDUCATION (E6)	2221 Argonne Ave.,	986-6870